Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

VOL. XXXIV., No. 35.

The Solicitors' Journal and Reporter.

LONDON, JUNE 28, 1890.

CURRENT TOPICS.

THERE IS no news yet of any rules under the Lunacy Act, 1890, and the uncertainty of practice to which we referred a fortnight ago remains to perplex practitioners. No doubt, under section 338 (5), subject to any rules made under that section, "the existing rules shall, *so far as applicable*, continue in force." But how far are they applicable? The old Acts on which they were based are repealed, and the new Act has been in operation since the 1st of May last. As, under sub-section (7), the new rules are not to come into operation until the expiration of one month after they have been made and issued, it is obvious that if they are to come into operation before the Long Vacation they must shortly be issued.

MORE THAN forty years ago the Council of the Incorporated Law Society drew up a series of rules relating to the practice with regard to the retainers of counsel, but these rules did not receive the sanction of the Attorney-General, and were not binding on the bar. It is certainly desirable that a distinct understanding should be come to between the two branches of the profession as to the practice, and we are glad to publish elsewhere the result of the lengthy negotiations which have taken place between the two authorities in the shape of rules of practice adopted by the Council of the Incorporated Law Society and approved by the Attorney-General. One of the most important of these rules is the first, which provides that a general retainer, unless otherwise expressed, applies to all courts or tribunals, including the House of Lords and the Privy Council, but not to Parliamentary Committees of either House. The result is to substitute a general retainer of five guineas for the separate retainers, amounting to a much larger sum, hitherto necessary to be paid in cases where a litigant desired to insure the services of a Queen's Counsel in all the courts. Other rules require a counsel who has accepted a general retainer to give notice to the party who has given it before accepting a special retainer or brief from his opponent, and require a counsel who has advised or drawn pleadings in contemplation or during the progress of an action, to give notice to the first client before accepting a retainer from, or drawing pleadings for, or giving advice to, the opponent. Under the new rules it will no longer be possible for a counsel who has argued a case in the court of first instance and Court of Appeal to accept a retainer for the House of Lords from the opponent without previously tendering his services to the first client.

THE LORD CHANCELLOR, in his speech at the National Conservative Club on Tuesday, used words which appear to be absolutely irreconcilable with an intention to reintroduce at any future time the Land Transfer Bill in its former shape. He said (we quote from the *Morning Post* of the 25th inst.), "Her Majesty's Government had thought it right to strive to do that which it was always possible for honest people to do—adhere to principles,

though they might differ in details. If, for the purpose of winning popular applause, they were to refuse to recognize the value of property and *the right to retain that for which a man had paid*, they might gain the support of this or that fanatic, but they would strike a blow at the confidence of those who thought that their great principle was *to recognize the rights of all, and to refuse to sacrifice one interest in order to secure the votes of others.* Whatever might be the possible future, . . . *her Majesty's Government would adhere to that principle*, and if—which he did not believe would be the case—the country refused to recognize what had been their course of conduct, and placed others in their stead, they would have the consolation of knowing that they had done what they thought to be right, and what the people hereafter would recognize as the true principle upon which mankind should be governed." It may no doubt be objected by some caviller that these words are very like those which the same speaker uttered at a Mansion House dinner in November, 1886, in view of the introduction of the Land Transfer Bill, when he said that "any legislation which has for its object to deprive a man of any right without giving him compensation for what is taken from him is neither desirable nor likely to promote the harmony and the welfare of this great empire. In our future legislation we must proceed upon the lines of respecting the rights of all." Yet the author of this declaration introduced the Land Transfer Bill, which he himself admitted, on the third reading in the House of Lords, interfered with vested interests. Our answer to the caviller above mentioned is that in charity we must suppose that, until the appearance of the inspired articles in the *Economist* at the close of last year, in which solicitors were informed that they had no vested rights, and were "much in the same position as the agricultural labourers who raised an outcry against the first introduction of labour-saving machinery," the promoters of the Bill were absolutely unaware of the statutory provisions securing to solicitors the performance of certain functions; of the precedent as to compensation set by section 64 of the Divorce Act; and of the heavy payments exacted by the State from solicitors for their monopoly. At all events this is certain, that whereas, before the discussion elicited by those articles, the "highest authority" had intimated that "a Land Transfer Bill would be the one Bill of the Government which would be pressed forward at the very commencement of the session," and the Solicitor-General had also publicly stated that the Lord Chancellor proposed to press the Bill upon Parliament in the present session; since the discussion referred to not a hint has, so far as we know, been given of any intention to press on the Bill. If our conjecture is correct, how grateful the Lord Chancellor must be to those who saved her Majesty's Government from a fearful dereliction from that principle of recognizing the rights of all which he considers the true principle upon which mankind should be governed, and the observance of which during office is the greatest consolation in the cold shade of opposition.

A BILL to amend the Settled Land Acts which has been introduced in the House of Lords by Lord HERSCHELL contains several useful provisions. In particular we may give unqualified praise to the 9th clause, which relates to the mansion-house. It is pretty generally believed that section 15 of the Act of 1882, which provides that sales or leases of "the principal mansion-house and the demesnes thereof, and the land usually occupied therewith," shall require the consent of the trustees or an order of court, did not form part of the original scheme of the Act, and was inserted in deference to the opinion of the solicitors to an important peer. The effect of the insertion of the section has been most unhappy. This is not the place to discuss the meaning of "mansion-house," but we may point out that the better opinion is that it is not safe to take a conveyance under the Act of a house in London (not forming part of a building estate) without the consent or order mentioned in the section. In the country many difficult cases occur. It is often necessary to inquire whether land, in lease at the time of sale, has usually been in hand; as, if this is the case, it probably falls within the words "usually occupied with" the principal mansion. The object of the section in the Act of 1882 was no doubt to prevent a family mansion, possessing historical interest or having interesting family associations, from being sold without due consideration, but, as we have above pointed out, the provision went much too far. The clause in the Bill appears to us to be well calculated to carry out the objects we have mentioned. It prevents the "principal mansion-house and the pleasure-grounds and park and lands usually occupied therewith" from being sold, exchanged, or leased without the sanction of the trustees or an order of court. But a farmhouse, and any house where the site with the pleasure-grounds, &c., does not exceed 100 acres, are excepted from the operation of the clause, the practical result being that the operation of the clause is restricted to cases in which the house is a "principal mansion" according to the common understanding of mankind. The 11th clause also will be very valuable. It was a common practice for a tenant for life to buy small pieces of land, convenient to be held with the settled estate, as they came into the market, and then to sell them to the trustees so as to put them into settlement. Sometimes, also, a tenant for life wished to purchase a small piece of settled land for the purpose of devoting it to some public object. Before the Settled Land Act, 1882, came into operation, both these objects could be effected under the common power of sale and trusts for re-investment of the purchase-money, as sales and purchases under the power or trust were made by the trustees, not by the tenant for life. The effect of the Settled Land Act is to hinder both these transactions, as, whether the transaction is the purchase of land for the purposes of, or a sale of land held on the trusts of, the settlement, the tenant for life is the person to make the contract, and it is a rule—not so much perhaps of law or even of morality as of common sense—that a man cannot contract with himself. The clause under consideration enables this to be done by authorizing the trustees to exercise the powers of the Act for the purposes of sales to, purchases from, and exchanges and partitions with, the tenant for life.

THE DIFFERENCE of judicial opinion which has been exhibited during the litigation in *Eno* v. *Dunn* is very curious. The plaintiff is the maker of a well-known powder to which he has applied the name "Fruit Salt." The defendant manufactures baking powder, but, for some reason, this phrase struck him as suitable for his own purposes, and he applied for the registration of a trade-mark including the words "DUNN'S Fruit Salt Baking Powder." To this the plaintiff objected, and before KAY, J., he won; in the Court of Appeal he lost, LINDLEY and FRY, L.JJ., being against him, and COTTON, L.J., for him; in the House of Lords, finally, he has WON, the majority now being on his side; Lord WATSON, Lord HERSCHELL, and Lord MACNAGHTEN were for him, and the Lord Chancellor and Lord MORRIS against him. The question turned chiefly on the application of section 73 of the Patents, Designs, and Trade-Marks Act, 1883, which forbids the registration, in connection with a trade-mark, of "any words the exclusive use of which would, by reason of their being calculated to deceive, . . . be deemed disentitled to protection in a court of justice." It was thus a matter of pure speculation, and the attempts of the law lords to discover whether Mr. DUNN'S words were "calculated to deceive" were not a little entertaining. The result depended, of course, upon the estimate formed of the stupidity of the public to whom advertisers appeal. The Lord Chancellor and Lord MORRIS declined to believe that anyone who wanted an effervescing drink would ask for the defendant's baking powder, or that any connection could be supposed to exist between the two. But, as to this latter point, the majority had grave suspicions. Lord WATSON thought that the baking powder would by many be assumed to contain ENO'S Fruit Salt, and that the credit of the latter might be seriously injured by a batch of badly made baking powder. Surely, however, in such a case the housewife's wrath would be visited more naturally on Mr. DUNN for his bad baking powder than on Mr. ENO for his bad fruit salt; and the learned lord went rather far in intimating that only skilled chemists, and persons of intelligence who gave heed to the matter, would be free from risk of error. Lord HERSCHELL seems to have ventured on the proposition that the words "fruit salt," as applied by Mr. ENO, although to a person with some chemical knowledge they might convey the idea that the powder contained ingredients derived from fruit, would yet, to the ordinary mind, simply label the powder as Mr. ENO'S, and nothing more. Consequently, when used by Mr. DUNN for his baking powder, they must necessarily intimate that in some way it was connected with Mr. ENO'S manufacture. Such a consequence could only be avoided by using the words to denote some article totally different,

as a "Fruit Salt" umbrella, and Lord HERSCHELL said that numerous other instances might be given. Doubtless they could, only no one outside the House of Lords is likely to attempt to give them. Lord MACNAGHTEN thought that the impression produced by Mr. DUNN'S trade-mark would be not the less misleading because vague and indefinite and incapable of bearing the very slightest examination. This probably is true, and, in spite of the common-sense opinions of the Lord Chancellor and Lord MORRIS, affords a sound basis for the decision arrived at. In the result, then, the trade-mark was held to be "calculated to deceive," or, at any rate, to be of so doubtful a tendency that the comptroller was justified in exercising his discretion by refusing to register it.

IN THE CASE of *Re Ware, Cumberlege* v. *Cumberlege-Ware* (reported elsewhere), STIRLING, J., followed the rule established by KINDERSLEY, V.C., in *Re Crawford's Trusts* (2 Drew. 230) with regard to the construction of the word "representatives" when it occurs by itself in a will. In the latter case reference was made to the rule of construction — one, it was said, admitting of no exception, and which ought never under any circumstances to be departed from — that every term used by a testator must have its primary or ordinary legal meaning unless the will affords evidence of his intention to use it in a different sense. But with regard to the ordinary phrase "legal personal representatives," the word "legal" only means the representatives recognized by law, and really has no more force than it would have if prefixed to the word "heirs." So, too, the term "personal" means no more than that the representatives intended are the representatives of the deceased in respect of his personal property. Consequently the ordinary legal sense of the term "representatives," although used alone, is executors or administrators, and this meaning must be assigned to it in the absence of any expression of a contrary intention. Such intention may, of course, be expressed in various ways, and no general rule on the matter could be laid down. It has, however, been regarded as a point for consideration whether the bequest to a legatee or his representatives is immediate or reversionary upon a life interest. In the former case, if the word "representatives" has its ordinary meaning, the result will be either to confer a beneficial interest on the executors, or to throw into the legatee's general assets property over which he had no control in his lifetime. This, it was held in *Bridge* v. *Abbott* (3 Bro. C. C. 224), could not have been the intention of the testator, and Lord ALVANLEY gave the fund—the legatee having died in the testator's lifetime—to the next of kin according to the statute. On the other hand, in *Corbyn* v. *French* (4 Ves. 418), where the legacy was given in reversion upon a tenancy for life, it was pointed out that the testator might have contemplated the chance of the legatee surviving him, but dying before the legacy was paid. In this case he would have a vested interest in the legacy, which, although reversionary, he could treat as part of his estate; and there was, therefore, nothing to shew that to give the ordinary meaning to the word "representatives" would in any way interfere with the testator's presumed intention. *Re Crawford's Trusts*, as well as the present case before STIRLING, J., also referred to legacies which were given in reversion upon tenancies for life, and there was, consequently, no doubt that in bequests to legatees or their representatives this latter word must have its ordinary legal meaning of executors or administrators.

IN THE CASE of *Re Locke* (reported elsewhere), a question of considerable interest to county court officers was determined. It was there held that a motion under section 45 of the Bankruptcy Act, 1883, by the trustee in bankruptcy of a judgment debtor (whose goods had been taken in execution and sold by order of the high bailiff of a county court) for an order directing the high bailiff to deliver up possession of the goods or their value, on the ground that the execution was not completed before notice of the presentation of a petition in bankruptcy against the judgment debtor was given, might be made without observing the procedure prescribed by sections 53 and 54 of the County Courts Act, 1888. These sections, it may be mentioned, afford ample protection to any persons against whom any "*actions*" or "*prosecutions*" may be commenced for anything done in pursuance of the County Courts Act, 1888, by (amongst other ways) limiting the time within which any such proceedings shall be taken, prescribing the place of trial, and requiring a preliminary notice to be given to the defendant one calendar month before the commencement of any action or prosecution against him. It has now been held by the court (CAVE and A. L. SMITH, JJ.), in the case under consideration, that the mode of procedure above indicated is applicable only to "*actions*" and "*prosecutions*" properly so called, and need not, therefore, be followed where a motion is made by a trustee in bankruptcy to recover property forming part of the bankrupt's estate, which a high bailiff has taken in execution or improperly disposed of, it being impossible to regard such a motion as a "*prosecution*," or even as being equivalent to an action for trespass or for damages, so as to bring it within sections 53 and 54 of the County Courts Act, 1888. No one will, we think, be disposed to call in question this decision, which, however great the hardship it may entail, in certain cases, upon high bailiffs of county courts, is, we believe, fully justified by the language of the County Courts Act, 1888, as construed by its interpretation clause (section 186).

A QUESTION OF COSTS.

A CURIOUS point with regard to the payment of the costs of a successful defendant out of a fund to which the plaintiff is entitled to resort for indemnity was decided in *Re Blundell, Blundell* v. *Blundell* (44 Ch. D. 1), the matter being further complicated by the fact that the plaintiff was a company which, since the costs were incurred, had gone into liquidation. In 1884 an action was brought for the administration of the estate of THOMAS BLUNDELL, and the conduct of it was subsequently given to the Bavarian Brewery Co. (Limited), who were large creditors. Previously to, and until some time after, the commencement of the action, Messrs. BOWER & Co. had acted for BLUNDELL'S trustee and executor, and had received out of the estate considerable sums for costs; and in 1887 the Bavarian company, by leave of the judge, took out a summons in their own name asking that these might be refunded. The application was based upon the ground that the executor, who paid the costs, was in default to the estate, and that consequently the solicitors were not entitled to retain them; but it was dismissed by STIRLING, J. (40 Ch. D. 370), and the company was ordered to pay Messrs. BOWER'S costs. Shortly after this the company was ordered to be wound up, with the result that there were no assets out of which the costs could be paid. The estate of THOMAS BLUNDELL, also, was in an insolvent condition, and, after allowing for the expenses of the receiver, there remained in court only some £150. This consequently was liable, directly or indirectly, for the costs of the summons incurred both by the Bavarian company and by Messrs. BOWER; but it was insufficient to pay either set of costs in full, and a contest for priority took place.

The circumstances are somewhat peculiar, and it is not surprising that there is no authority directly in point. The question turns, of course, upon the extent to which Messrs. BOWER & Co. were entitled to go directly to the fund in court without regard to the claim of the company, and the decision of this point produced a divergence of opinion between NORTH, J., on the one hand, and the Court of Appeal (COTTON, LINDLEY, and LOPES, L.JJ.) on the other. It is clear that the Bavarian company were entitled to have their own costs paid out of the estate on behalf of which, with the sanction of the judge, they had taken proceedings, and also that their liability to pay the costs of Messrs. BOWER entitled them to be indemnified out of the estate to that amount. The latter, on the other hand, could only look directly to the Bavarian company, and had no claim on the estate at all save in so far as they were entitled to the company's right of indemnity. In this respect they stood in a position analogous to that of creditors of trustees who are carrying on, under the directions of a will, the testator's business. These, as was said by Lord ELDON, C., in *Ex parte Garland* (10 Ves., at p. 110), "have something very like a lien upon the estate embarked in the trade"; and in *Ex parte Edmonds* (4 D. F. & J. 488) this was put by TURNER, L.J., on the ground that the trustee has a right to resort for his indemnity to the assets directed to be used in the trade, and that the creditors are entitled to the benefit of this right, and so, consequently, become themselves creditors of the fund to which the trustee has

a right to resort. The latter form of the doctrine was adopted by JESSEL, M.R., in *Re Johnson* (29 W. R. 168, 15 Ch. D. 548), where it led to the result that, as creditors in resorting to the assets were simply using the right of the trustees, they must take that right as they find it. Consequently, if the trustee is in default, and his claim against the assets to that extent lessened, the creditors, too, are not entitled to the full assets until that default has been made good. So, too, the decision of the Court of Appeal in *Re Gorton* (37 W. R 341, 40 Ch. D. 536) shews that the right of the creditors against the assets consists solely in their claim to be substituted for the trustees, and is diminished by anything, such as the indebtedness of the trustees to the estate, which reduces their claim to be indemnified.

Applying this principle to the present case, inasmuch as the Bavarian company were entitled to be indemnified out of THOMAS BLUNDELL'S estate for the costs they had been ordered to pay to Messrs. BOWER, these latter might claim the benefit of the indemnity, and to this extent, and this extent only, might come directly on the fund in court. But then the matter was complicated by the fact that, besides this right of indemnity, the Bavarian company had also a claim in respect of their own costs. Thus they had two claims upon the fund, while Messrs. BOWER had only a claim to be substituted for them in respect of one of them. Under these circumstances, NORTH, J., appears to have simply followed out strictly the principle of *Re Gorton*. Dealing first with the claims of the Bavarian company, he pointed out that there was no obligation on them to put one before the other. They were entitled, if they so chose, first to assert their claim to their own costs, and then the claim to indemnity, whatever it might be worth, would be left for Messrs. BOWER. Thus, following the language of the above cases, the value of the indemnity to the creditor may be diminished, not only in the interest of the trust estate by the indebtedness of the trustee to the estate, but also in the interest of the trustee himself by the satisfaction of other claims of his own out of the estate. In other words, the creditor, being merely entitled to the benefit of the indemnity, must take this as he finds it, however much it may have been diminished in value, and however that diminution may have been brought about.

But it is obviously a very different thing to say that the creditor may not claim more out of the estate than his debtor who is entitled to indemnity, and to say that the latter may absorb the estate by asserting a claim on his own account. It is by no means clear that, under such circumstances, he ought to be allowed to choose which of his claims he will assert, without regard to the creditor to whom he is directly liable. Hence in the Court of Appeal the question of the real priority of the claims came to be considered, though a further difficulty resulted from the fact that it was not, as thus put, a simple matter between a person entitled to a right of indemnity and his creditor claiming the right by substitution, but that the right of indemnity belonged to a company, and the company had gone into liquidation; and it appears to have been regarded, somewhat erroneously, as the ordinary case of the payment in full to a successful litigant of his costs incurred in proceedings taken by the liquidator. With regard to this, it is, of course, settled that a company which is being wound up is to be dealt with in the same way as any other litigant. So it was laid down by JAMES, V.C., in *Bailey & Leetham's case* (L. R. 8 Eq. 94), following *Ex parte Smith* (L. R. 3 Ch. 125), and where proceedings are either brought or defended unsuccessfully, then the assets—that is to say, the other creditors—must, like everybody else, be fixed with the costs to which they have unnecessarily and improperly put their opponent. The same principle prevails, too, as against the costs of the winding up, and in *Re Home Investment Society* (28 W. R. 576, 14 Ch. D. 167) MALINS, V.C., thought that justice clearly required such an extension of the rule. A departure from it occurred in *Re Dronfield Silkstone Coal Co.* (31 W. R. 671, 23 Ch. D. 511), CHITTY, J., holding that the costs incurred in an unsuccessful attempt to place a person on the list of contributories, and the costs of the liquidator, ought to be paid rateably; but in the next case, *Re Dominion of Canada Plumbago Co.* (32 W. R. 425, 27 Ch. D. 33), PEARSON, J., took the same view as MALINS, V.C., and his decision was supported by the Court of Appeal.

But these cases, though they were relied upon, seem clearly not in point. In the present instance the costs which the Bavarian company were ordered to pay to Messrs. BOWER were incurred before the winding up commenced, and consequently the latter could only stand, in respect of them, in the position of ordinary creditors. Had this not been so, and had the costs really been incurred in respect of proceedings taken in the winding up, then Messrs. BOWER would certainly have been entitled to preference. The Bavarian company, having the choice of going against THOMAS BLUNDELL'S estate, either for their own costs or for the indemnity, would have been bound, upon the view of the equity of the case which the Court of Appeal adopted, to exercise that choice in favour of the indemnity, and so let in the claim of Messrs. BOWER. This, in fact, was what that court, professing to decide solely between the company and Messrs. BOWER, did, and the latter, in opposition to the opinion of NORTH, J., were held to be entitled to the fund. But if, as the facts seem to shew, Messrs. BOWER were not within the rule which entitles successful litigants against a company in liquidation to the payment of their costs in full, and were only entitled in their claim against the company to rank with other creditors, it is not clear why the company should be bound to assert the right of indemnity so as to give them an advantage over the other creditors. The true principle, though it is one which was not adverted to, would seem to be that the claim of Messrs. BOWER to the benefit of the indemnity, and to be preferred in consequence to the company, had accrued before the winding up, and had given them, consequently, a lien upon the fund which could not afterwards be displaced. In respect of their claim against the company, the winding up placed them in the position of other creditors, but in respect of the lien no change in their position took place. This will apparently account for a decision which was not a little confused by the introduction of irrelevant authorities.

TITLE UNDER VOLUNTARY CONVEYANCE.

WE propose in this article to discuss briefly a question of great difficulty, and of considerable practical importance, which sometimes presents itself to the conveyancer. The vendor shews a title in fee simple, or for a term of years, but he claims under a voluntary conveyance, made either to himself or to one of his predecessors in title. Can the intending purchaser accept the title? or is there any means of making it good?

We have to consider the effect of three statutes: 13 Eliz. c. 5; 27 Eliz. c. 4 (made perpetual by 39 Eliz. c. 18, s. 32); and the Bankruptcy Act, 1883. The first of these statutes (13 Eliz. c. 5) is made for the protection of creditors only of the person making the voluntary conveyance. It declares all conveyances and dispositions of property, real or personal, made with the intention of defrauding creditors, null and void against them. The second of these statutes (27 Eliz. c. 4) is made for the protection of purchasers only. It in no way protects creditors. It provides that conveyances of hereditaments made to defraud purchasers of the same hereditaments shall be deemed void as against them and persons claiming under them. Each of these statutes contains a provision protecting any estate or interest made on good consideration and *bonâ fide* to a person not having at the time notice of the fraud. The Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 47, renders voluntary conveyances, with an exception not necessary to be mentioned in this place, made by a debtor void as against his trustee in bankruptcy if made within two years before his bankruptcy, and under certain circumstances if made within ten years before his bankruptcy. Under the same Act (section 4) a debtor commits an act of bankruptcy if he makes a fraudulent conveyance of his property, or any part thereof. The primary object of the Bankruptcy Act is not to protect any particular debtor, or a purchaser from the debtor, it is to procure the distribution of the debtor's property amongst his creditors.

A deed which is voluntary under either of the Statutes of Elizabeth is voidable only, not void. It remains in force until steps have been taken, in the one case by a creditor, in the other case by a purchaser for value, to impeach it, and, on the other hand, it may be made good by *ex post facto* valuable consideration.

A conveyance that is fraudulent within the meaning of 13 Eliz. c. 5 is also fraudulent within the meaning of the Bankruptcy Act, 1883, and is, therefore, an act of bankruptcy (see section 4). But as no petition in bankruptcy (section 6 (1) (*a*)) can be presented which is founded on an act of bankruptcy which has not occurred within three calendar months before the presentation of the petition,

a purchaser from a person claiming under a voluntary conveyance will be safe, so far as this section of the Bankruptcy Act is concerned, if he does not complete till after the expiration of three calendar months from the date of the voluntary conveyance.

The cases (which are collected in Mr. MAY's useful book on Voluntary Assurance, at p. 315 *et seq.*) shew that where, after the date of the voluntary conveyance, a conveyance is made for value to a purchaser, either by the person who makes, or by the person who takes under, the voluntary conveyance, that purchaser acquires a good title. The difficulty in the case arises from the fact that it is impossible for a purchaser, either from the settlor or from the person taking by the voluntary conveyance, to know whether the other of them has not already made a conveyance for value, which, being prior in date to, will be preferred to the new conveyance. This difficulty can be got over by taking the conveyance from both the person making and the person taking under the voluntary settlement.

There is but little, if any, authority as to the effect of the 47th section of the Bankruptcy Act, 1883. As by the effect of that section every voluntary conveyance is, on certain conditions, made void against the trustee in bankruptcy of the person making the voluntary conveyance, it appears impossible to hold that a conveyance for value from the person taking under a voluntary conveyance can prevail against the rights of the trustee in bankruptcy of the person making it. It may be argued that as, in most cases, a conveyance obnoxious to the provisions of this section will fall within the statute of 27 Eliz., and is therefore void against a purchaser, it will be possible to avoid the operation of the section by taking a new conveyance for value from the person who made the voluntary conveyance, on the ground that a person taking under such a conveyance acquires a title independently of the voluntary conveyance; so that it is immaterial to him that that conveyance is void against the trustee in bankruptcy of the settlor. This view is probably correct. But, in the present absence of authority, it will be unwise to act upon it, and the only safe course is to decline to accept any title where a voluntary conveyance has been made within the preceding ten years, except, indeed, in cases where the circumstances of the parties are such as to render the bankruptcy of the person making the voluntary conveyance highly improbable.

In all cases in which such a title is accepted it should be made a *sine qud non* on behalf of a purchaser that the person who made the voluntary conveyance, if still living, and the person who took under that conveyance should be parties to the conveyance to the purchaser. As, under the provisions of the 125th section of the Bankruptcy Act, 1883, for the administration in bankruptcy of the estate of a person dying insolvent, a petition may be presented by any creditor of a deceased debtor who could have petitioned during his lifetime, and, on an order being made on the petition, the provisions of Part III. of the Act (which includes section 47) will apply to the administration, with certain modifications not necessary to be here stated, no title apparently can safely be made where the settlor is dead until it is shewn either that all his debts have been paid or that they are barred by the Statutes of Limitation.

RETAINERS OF COUNSEL.

THE following rules of practice relating to the retainers of counsel were adopted by the Council of the Incorporated Law Society on June 13, 1890; and were approved by the Attorney-General on June 17, 1890.

GENERAL RETAINERS.

1. A general retainer applies, unless otherwise expressed, to all courts or tribunals, including the House of Lords and the Privy Council; but a separate general retainer must be given to cover business before Parliamentary Committees of either House.

2. If the counsel who has accepted a general retainer should be offered a special retainer or brief by the opponent of the party who has given such general retainer, the general retainer entitles the party who has given it to notice before the offered retainer or brief is accepted.

3. Subject to these rules a general retainer lasts for the joint lives of the client and counsel.

4. In case a special retainer or brief is offered to counsel against the party who has given a general retainer, the counsel after giving notice to the party from whom he has received a general retainer of the offer of the special retainer or brief, is at liberty to accept the special retainer or brief of the other party, unless a special retainer or brief be given within a reasonable time by the party who gave the general retainer.

5. Where a general retainer has been given, and a brief is not delivered to the retained counsel in any action or other proceeding in which the party giving the general retainer is concerned, and to which it applies, the general retainer is forfeited: provided that the holding of a general retainer does not entitle a Queen's Counsel to the delivery of a brief on occasions when it is usual to instruct a junior counsel only.

6. Where a general retainer is given for one person, and he sues or is sued with others, and appears separately, the retainer applies in that particular action; but if he appears jointly with others, the retainer does not apply, and remains unaffected.

SPECIAL RETAINERS.

7. A special retainer cannot be given until after the commencement of an action or proceeding.

8. A special retainer gives the client a right to the services of the counsel during the whole progress of the action.

9. The retained counsel is entitled to a brief on every occasion in which the case is brought before the court, except on occasions in which it is usual to instruct one junior counsel only.

CIRCUIT RETAINERS.

10. A special retainer must be given for a particular assize.

11. If the venue be changed for another place on the same circuit, a fresh retainer is not required.

12. If the action be not tried at the assize for which the retainer is given, the retainer must be renewed for every subsequent assize until the action is disposed of, unless a brief has been delivered.

13. A retainer may be given for a future assize, without a retainer for an intervening assize, unless notice of trial shall have been given for such intervening assize.

APPEALS.

14. Counsel in the original action cannot accept a retainer or brief on appeal from the opposite party without affording the client in such original action the opportunity of giving such retainer.

OPINIONS AND PLEADINGS.

15. Where counsel has advised or drawn pleadings, in contemplation or during the progress of an action or suit, a retainer cannot be accepted from, or pleadings drawn for, or advice given to, the opponent, without notice to the first client.

PROMOTION OF COUNSEL.

16. The retainer of a counsel does not cease upon his being promoted to a higher rank at the bar.

AMOUNT OF FEES.

17. The fees given for general retainers are as follow:—In Parliament, ten guineas; in all other cases, five guineas.

18. The fees given for special retainers are as follow:—In Parliament, five guineas; in the House of Lords and Privy Council, two guineas; in all other cases, one guinea.

AN UNREPORTED CASE.

[FROM A CORRESPONDENT.]

A FEW preliminary words of explanation are requisite before giving this case to the legal world. It is, perhaps, necessary in the first place to say that the report here given is plain, unvarnished truth. Without such an averment its accuracy might possibly be doubted, seeing that the parties' names are (for obvious reasons) suppressed, and that not only is the case without legal significance, but is still undecided, never will be decided, and even if it were decided its determination could by no conceivable possibility possess any bearing whatever, practical or otherwise, on either law or practice, or on any possible development of either the one or the other. Notwithstanding these trifling drawbacks from an utilitarian point of view, the case here reported may be regarded as interesting, and possibly instructive to those who are exempt from the weary duty of administering justice to plaintiffs in person, illustrating as it does the peculiar methods, and ideas of justice, of those people who conduct their cases without professional assistance. It may serve, moreover, to raise the hopes of those who are apt to bewail the decline of oratory at the bar, by affording them some ground of expectation that that "heaven-born gift" may yet be preserved to this generation through the agency of these same plaintiffs in person. The following is the report of the case referred to:—

Anon v. *Anon*. Q.B.D. —— ——

Application to Master in Chambers by Plaintiff in Person (Female) to overrule Refusal of Judgment Department to enter Judgment in Default of Defence *on Day following Delivery of the Plaintiff's Statement of Claim.*

The plaintiff, who made the application in person, addressed the Master as follows:—

"Sir, I come before you as one who, sitting in that homely chair, wields the mighty sword of Justice. Sir, I have been wronged, [*crescendo*] I am the victim of oppression, of injustice, of fraud, and robbery, and violence, and I come to you, sir, to seek that justice which, as a British citizen, is my simple right. Sir, [*pathetically*] many years ago my own dear mother died—fell asleep, I ought to say—peacefully, hopefully, passed away from this world of ——"

Master, interposing: "Madam, my time is very limited. I must ask you to tell me the purpose of this application."

Applicant: "Oh! sir, I am coming to it; mark me, I am coming to it. Five years ago I happened to meet a solicitor, a man with all the outward panoply of greatness; position, influence, power, money. But, sir, inwardly he was a ravening wolf. Well, sir, he tendered me his advice, and I took it. Alas! with what results? [*Forte*] Fatal results, disastrous results, wicked, fiendish, infernal results. [*Shouting*] Sir, the devil has triumphed and Justice is undone."

Master [*sternly*]: "What is your application, madam?"

Applicant: "I will tell you in one little word: [*shouting*] JUSTICE. [*Piano*] That is my application, and neither more nor less will I take. Listen, sir. You are here to administer justice, the officials are here to administer justice, [*crescendo*] the judges are here to administer justice, [*forte*] and I am here to receive it. [*Diminuendo*] But, sir, let me tell you [*mysteriously*] the officials in this building are all in league with my opponents, they are one and all corrupt, from the highest official to the humblest attendant they have all been corrupted by the gold of my oppressors. Sir, justice in this land should shine upon every British subject with all the kindling warmth of that glowing sun whose flashing radiance has now, at this moment, so brilliantly illumined this chamber, and whose rays are ever ready to fall upon all people who seek them."

[*Here the Master showed signs of growing impatience.*]

Hear me to the end, sir. I have put in my claim in this case, and I demand, sir, as my right, [*crescendo*] my just due, my righteous demand in the sight of heaven and before men, [*forte*] to have judgment on my claim before those paltry wretches, my opponents, have had time to concoct some miserable, some fictitious, some lying and deceitful story which they will call their defence. [*Shouting*] Is this not my right? Or, is the source of Justice dried up for ever in this nest of corruption and fraud. [*Shouting*] Sir, if I am to be denied this right, if my claims to justice are to be set at nought, disregarded, scoffed at, and trampled under foot of men, [*pianissimo*] then let me ask you, sir, [*crescendo*] you who hold high office in this palace of so-called Justice, you who are responsible for the acts, and deeds, and shortcomings, and corruption of the officials of this building; [*forte*] let me ask you, sir, with all your authority and responsibilities upon your head, to sign, seal, and deliver to me a certificate that [*fortissimo*] knavery, and jobbery, and roguery, and rascality, and corruption, and fraud, and injustice [*screaming*] shall hereafter and for ever, and for ever, rule supreme in this *Royal*—COURTS—OF JUSTICE."

[*The applicant, without waiting for any decision, retired backwards with elaborate courtesies, amid murmurs of admiration from several friends of her own sex, who accompanied her.*]

REVIEWS.

COUNTY GOVERNMENT.

THE LAW RELATING TO COUNTY GOVERNMENT UNDER THE LOCAL GOVERNMENT ACT, 1888, AND OTHER STATUTES AFFECTING COUNTY COUNCILS. By ALEXANDER GLEN, M.A., LL.B., Barrister-at-Law. TOGETHER WITH NOTES ON THE REGISTRATION OF ELECTORS ACTS, BALLOT ACT, MUNICIPAL CORPORATIONS ACTS, AND CONTAGIOUS DISEASES (ANIMALS) ACTS. By WILLIAM EDWARD GORDON, M.A., Barrister-at-Law. (Knight & Co.)

This is a thick volume of 1,204 pages, exclusive of the index. One would have thought it impossible to render a work of this nature interesting. But the authors have succeeded in doing this. They have not contented themselves with a bare statement of the law, they have in many places given some very concise antiquarian notes, not long enough materially to increase the bulk of the book, but full enough to interest the reader who cares for legal antiquities. We have examined several of these notes, and consider that they are both interesting to the antiquarian and useful to the practitioner. The title of the book sufficiently shews the nature of the contents. The discussion under each section of the Local Government Act of the matters to which the section relates will be found very useful, not only to the busy practitioner who is referring to the Act in a hurry, but to one who seeks general information. An example of this will be found in the note on p. 336, Interpretation of Terms, and in the notes to sections 20—27, Financial Relations. Unfortunately these notes are, from the nature of the case, too long for quotation. At p. 1088 there is a useful table, taken from the table annexed to the Bill for the Lunacy Act, 1890, of references from repealed statutes, shewing how the repealed sections have been dealt with by that Act. We have never seen such a table inserted in a book of practice, and consider that the authors have, in reprinting this table, set a very good example to the writers of text-books. The book is written in good English, and there is a well-arranged and clear index, which is the crowning merit of the book.

ELECTIONS.

ROGERS ON ELECTIONS. PART I. REGISTRATION: PARLIAMENTARY, MUNICIPAL, AND LOCAL GOVERNMENT, INCLUDING THE PRACTICE IN REGISTRATION APPEALS. WITH APPENDICES OF STATUTES, ORDERS IN COUNCIL, AND FORMS. FIFTEENTH EDITION. By MAURICE POWELL, M.A., Esq., Barrister-at-Law. (Stevens & Sons, Limited).

The principal novelty in the present edition is the addition of the law relating to the registration of the county electors who elect the members of the county councils. The County Electors Act, 1888, is given in the appendix; and an excellent feature has been introduced, with regard to all the Acts given in this appendix, by the addition in the margin of references to the passages in the text relating to the various sections. The recent English decisions appear to have been very carefully noted up, but would it not be desirable to notice more of the recent Irish decisions?

CORRESPONDENCE.

A WARNING TO SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I remember reading in the newspaper some short time ago that a number of solicitors (for the credit of the profession I refrain from repeating the number) had been victimized by a man representing that he was the owner of a tug who had saved off the Goodwin Sands a ship of the name of *The Mary Anne*, and which he towed to Gravesend, and that he was in communication with the owner with regard to the salvage to be paid to him. That the owner had offered him £150, which he had refused, as he was entitled to at least three or four times that amount, and he wanted a solicitor to take up the case for him and obtain him a proper amount.

From what I recollect, he supplied the solicitors to whom he went with similar particulars to those he supplied me with a few days ago, and the name of the owner of the vessel saved, and then, having done this, he represented he was short of money, doubtless the only word of truth he spoke, and wanted to borrow a little on account to pay his men, who were waiting on his tug at Gravesend. It is needless to say that I did not respond to his application for an advance, but I made him sign his statement, and promised him that I would write to the owner of the supposed vessel, and requested him to call again in a few days.

I wrote to the alleged owner at Sunderland, and, as I anticipated, received back this morning my letter through the Dead Letter Office indorsed "Not known," but my friend has not returned, so I must leave it to some other member of the profession to deal with him if he comes into their office.

I would mention that the name and address he gave was Wm. Smith, Plevna-place, Margate, and that the name of his tug was *The Wildfire*, No. 184, of Ramsgate. G. EDWARD CARPENTER.

4, Trafalgar-square, London, W.C., June 24.

On the 19th inst., in the House of Commons, Mr H. Fowler asked the Secretary to the Treasury whether he would lay upon the table a statement shewing the nature of the fees, amounting to £3,828, received by the Land Registry Office in the year ending March 31 last, and distinguishing the amount received in respect of the registration of titles. Mr. Jackson said the several amounts are—(*a*) first registrations under Land Transfer Act, 1875, and dealing with registered land under that Act, and the Transfer of Land Act, 1862, £2,508; (*b*) an annual payment received from the Land Securities Company since 1867, under the Mortgage Debenture Acts, £250; (*c*) searches and registrations of writs and orders, land charges, and deeds of arrangement under the Land Charges, &c., Act, 1888, £1,010—total, £3,828. In 1887-8, before the Land Charges Act came into operation, the total receipts of the office were £763, of which £250 was due to the Mortgage Debenture Acts; thus the increase in fees during the last financial year due to the registration of title is £2,055. If the right hon. gentleman thinks it of value, I have no objection to laying the figures on the table.

CASES OF THE WEEK.

Court of Appeal.

HOBBS v. HUDSON AND OTHERS—No. 1, 19th June.

PRACTICE—INTERROGATORIES—PENAL ACTION—11 GEO. 2, c. 19, s. 3.

This was an appeal from the decision of a divisional court (Grantham and Charles, JJ.), refusing the plaintiff leave to administer interrogatories to the defendants (*ante*, p. 491). The action was brought under 11 Geo. 2, c. 19, s. 3, by a landlord against his tenant, and a warehouseman who had assisted him, for fraudulently removing goods in order to avoid a distress. That section provides that if any tenant or lessee shall fraudulently convey away goods in order to avoid a distress, "or if any person or persons shall wilfully and knowingly aid or assist any such tenant or lessee in such fraudulent conveying away or carrying off of any part of his or her goods or chattels, or in concealing the same, all and every person or persons so offending shall forfeit and pay to the landlord or landlords, lessor or lessors, from whose estate such goods and chattels were fraudulently carried off as aforesaid, double the value of the goods by him, her, or them respectively carried off or concealed as aforesaid to be recovered by action of debt in any of his Majesty's courts." The Divisional Court considered themselves bound by the decision in *Jones* v. *Jones* (22 Q. B. D 425) to hold that this was a penal action, and they therefore refused leave to administer interrogatories. The plaintiff appealed, and contended that *Jones* v. *Jones* had been wrongly decided.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. LORD ESHER, M.R., said that *Jones* v. *Jones* was quite right, and in no way differed from the principles laid down by the Court of Appeal in *Adams* v. *Batley* (18 Q. B. D. 625). Where an action was brought for a penalty the defendant could not be forced to put on oath his objection to answer interrogatories, and therefore leave to interrogate must be refused. It was impossible to say that this was not a penal action. It was brought not only against the tenant, but against persons aiding and abetting him, and was for double the value of the goods removed. That was not an action for mere compensation to the landlord, but was an action for a penalty, and therefore leave to interrogate must be refused. LINDLEY and LOPES, L.JJ., gave judgment to the same effect.—COUNSEL, *William Graham; Jelf*, Q.C., and *Duke*. SOLICITORS, *Bonner, Wright, Thomson, & Co.; Law & Worssam*.

TILBURY v. SILVA—No. 2, 20th June.

RIGHT OF FISHING—ENFRANCHISED COPYHOLDS—INTERRUPTION—RELEASE—GRANT—CONSTRUCTION—IMPLIED RESERVATION.

This was an appeal from a decision of Kay, J. (*ante*, p. 251). The plaintiff, on behalf of himself and others, the owners and occupiers of ancient copyhold tenements and ancient tenements, formerly copyhold, but now enfranchised, of the Manor of Chilbolton, in the county of Southampton, claimed a declaration that he and the other owners were entitled, as appurtenant to their tenements, to a right of fishing by angling with a rod and by using a net called a "shoe net" in that portion of the river Test, situate within the parish of Chilbolton, extending from Testcombe-bridge to Butcher's Mead, and, as incident thereto, to a right of way along one bank of the river between those points for the purpose of enjoying the said rights of fishing; an injunction to restrain the defendant from obstructing the exercise of those rights; and damages. The Manor of Chilbolton formerly belonged to the Dean and Chapter of Winchester, but had become vested in the Ecclesiastical Commissioners. The copyholders held under leases for lives without any right of renewal. The plaintiff alleged that he, and the other persons on whose behalf he sued, and their predecessors in title, had been accustomed to enjoy and were entitled to the rights claimed, and had exercised those rights by themselves, their servants, agents, and lessees, for sixty years and upwards without interruption, until they were interrupted by the defendant. The defendant was the owner of an estate adjoining the river Test, called Testcombe, formerly copyhold of the Manor of Chilbolton, and formerly held by Charles Penton. In 1838 an inclosure award was made to which Penton was a party, and which contained a recital that, by a deed of 1837, various proprietors of lands in the parish of Chilbolton, including Penton, consented to allotments of waste in the parish and exchanges of land, with a proviso reserving to the copyhold tenants of the manor "all such rights of fishery as they had hitherto lawfully used, exercised, and enjoyed in the river Test, from Testcombe-bridge to Butcher's Mead, with full liberty of ingress and regress for the purposes of fishery in, over, and upon the lands or grounds to be allotted or inclosed." Under this award some meadows on the banks of the river between Testcombe-bridge and Butcher's Mead were allotted to Penton in respect of his copyhold estate. Those meadows now formed part of the defendant's estate. By a deed dated December 5, 1845, the Dean and Chapter of Winchester enfranchised those meadows, together with other lands, to Penton, in consideration of a rent-charge of £43 10s. per annum. By that deed the dean and chapter granted and released the lands unto and to the use of Penton, his heirs and assigns, for ever, to the intent that the copyhold tenure thereof, and all rights, liberties, and privileges "of hunting, hawking, fowling, and of chasing and killing game, rights of fishing," and other rights, might be absolutely extinguished. The property comprised in that deed was purchased by the defendant in 1884. The rights claimed by the plaintiff were in respect of five properties, all of which had been enfranchised subsequently to the deed of 1845. In July, 1885, the defendant put up a spiked gate on his property across the path along the river bank, to prevent people from going there for the purpose of fishing. Since that time the plaintiff had ceased to exercise his alleged fishing rights. The writ in the action was issued in January, 1889. There was evidence that, from the year 1823 downwards, owners of copyhold and enfranchised tenements of the manor had used, let, and licensed the fishing rights without question, and that at the yearly courts of the manor presentments were made by the homage claiming the rights, and that the exercise of the rights had never been interfered with by the lords of the manor or their gamekeepers. Kay, J., held that the plaintiff had acquiesced in the interruption of his rights, and that this was fatal to his claim by prescription; also that the claim on behalf of a large and indefinite class was not a legal claim; and, moreover, that the lords had by the deed of 1845 given up all rights of fishing to the defendant's predecessor in title.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that, as far as he could see, the right claimed was a right by the custom of the manor, but it was unnecessary to go into that question, for the claim really turned upon the construction of the deed of the 5th of December, 1845. That deed was an enfranchisement by the then lords of the manor for valuable consideration of the lands now held by the defendant to Penton, freed and discharged from the manorial rights. The lands were conveyed to the intent that the copyhold tenure might be extinguished, and that the rights, liberties, and privileges of hunting, hawking, fowling, and of chasing and killing game, rights of fishing, and other manorial rights might be absolutely extinguished and discharged. The language of the deed was very clear, and was such as to prevent the lords of the manor from exercising as against the lands enfranchised, or any purchaser thereof, any of the rights referred to, so far as the lords could bind themselves. It was contended that the deed was not meant to extend to any right which the lords might have to grant to future tenants the right of fishing. In his lordship's view, the lords of the manor had not only the right of fishing themselves, but the power of granting a right of fishing to the copyhold tenants, which right the lords could extinguish when the leases fell in, and which they could grant away. There was no reason for cutting down the meaning of the words of the deed when the object of the deed was known. It was said that the court ought to imply a reservation to the lords of the right of granting anew this right of fishing. In his lordship's view, unless the lords of the manor were in some way bound to grant to the copyhold tenants this right of fishing, they gave up and extinguished their right. The plaintiff claimed under a subsequent enfranchisement, and not under a lease existing at the date of the deed of 1845, and that put an end to his rights as a copyholder. The only user to be considered was user after 1845 by persons who had obtained enfranchisements. It was said that there was an implied reservation to the lords of the right to make grants of fishery *de novo*, but the terms of the deed of 1845 were inconsistent with such a reservation. Could the court infer any other origin of right? It was not suggested that the court should infer a grant to the plaintiff individually, for he was claiming in respect of a body of persons whom he represented. Under the circumstances no grant could be inferred. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Stuart Moore, H. Johnson*, and *G. Wallace; Marten*, Q.C., and *Alexander Young*. SOLICITORS, *E. F. & H. Landon; Kearsey, Hawes, & Walsh*.

RENDALL v. BLAIR—C. A. No. 2, 23rd June.

CHARITY—ACTION—CERTIFICATE OF CHARITY COMMISSIONERS—CONDITION PRECEDENT—CHARITY SCHOOL—ACTION TO RESTRAIN DISMISSAL OF SCHOOLMASTER—CHARITABLE TRUSTS ACT, 1853 (16 & 17 VICT. c. 137), s. 17.

This action related to a charity, and the question was, whether it was necessary to obtain the leave of the Charity Commissioners for commencing the action, and, if so, whether their certificate was a condition precedent to the commencement of the action, or whether it could be obtained after the commencement of the action. The plaintiff claimed to be the headmaster of a National School in Yorkshire, and the action was brought for an injunction to restrain the defendants, the vicar of the parish and the other managers of the school, from dismissing the plaintiff from his office of schoolmaster, and from electing or appointing any other person to that office, and from ejecting the plaintiff from the schoolhouse or premises occupied by him in virtue of his said office. On September 18, 1888, the managers sent the plaintiff a notice that three months from that date his services would not be required. On December, 12, 1888, the action was commenced, without any certificate of the commissioners. The defendants relied on their dismissal of the plaintiff, and alleged that he had refused to give up possession of the schoolhouse. They also submitted that he could not sue for the relief claimed without previously obtaining the consent of the Charity Commissioners, under section 17 of the Charitable Trusts Act, 1853. The defendants also counter-claimed for repayment of all sums properly expended by them in consequence of the plaintiff's refusal to give up possession of the schoolhouse, and of all sums received by him as school pence. The schoolhouse had been erected on land conveyed, under the Acts for the conveyance of sites for schools, to the Archdeacon of Craven and his successors, in trust to be used for the purposes of a school. Section 17 provides that before any suit, petition, or other proceeding for obtaining any relief, order, or direction concerning or relating to any charity, or the property thereof, should be commenced, presented, or taken by any person, notice shall be given by such person to the commissioners of such proposed suit, &c., and the commissioners may by an order or certificate

authorize or direct any suit, &c., to be commenced, &c., with respect to such charity; "and (save as herein otherwise provided) no suit, &c., for obtaining any such relief, order, or direction as last aforesaid shall be entertained or proceeded with by the Court of Chancery, or by any court or judge, except upon and in conformity with an order or certificate of" the commissioners. Provided that "this enactment shall not extend to or affect any such petition or proceeding in which any person shall claim any property or seek any relief adversely to any charity." On behalf of the plaintiff it was contended that the action, so far as it related to the latter part of the relief claimed, was a common law action, and, therefore, not within section 17; but that, at any rate, if section 17 applied, the consent of the Charity Commissioners might be obtained after the action had been commenced. Kay, J., was of opinion that the action related essentially to the trusts of the charity, and that such a suit ought not to be commenced without the consent of the Charity Commissioners, and he thought that it would be contrary to the object and purport of section 17 to hold that the leave of the commissioners need not be obtained before action brought. The intention of section 17 was to prevent charities from being harassed with proceedings of this kind. The action was such a violation of the Act that he must dismiss it with costs.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. COTTON, L.J., said that section 17 required that the consent of the Charity Commissioners should be applied for, but it did not say that, if the consent had not been obtained before the commencement of the action, the action ought to be dismissed. It would be wrong, he thought, to dismiss the action simply on that ground. In his lordship's opinion the result of the decisions, which ought not now to be disturbed, was that the consent might be obtained after the commencement of the action. On that point his lordship could not agree with Kay, J. Then came the question whether the consent of the commissioners was actually required in the present case. Section 17 only required the commissioners to give their consent when the administration of the trusts of a charity was concerned. Here the plaintiff, in his statement of claim, referred to the deed of trust by which the school was constituted, and said that he had rights under that deed, and he was seeking to obtain the decision of the court in regard to those rights. In order to decide the plaintiff's rights the court must discuss the proper administration of the trusts of the school. Therefore, it seemed to his lordship that section 17 applied. BOWEN, L.J., was of opinion that upon the true construction of section 17 the consent of the commissioners was not necessary, either for originating or for prosecuting this action. Speaking broadly, he thought that the section did not apply to actions brought to enforce common law rights, whether arising out of contract or tort; and it did not apply to suits by individuals in which the object was solely to obtain equitable relief in respect of common law rights. His lordship thought that the present action fell within the class of cases to which the section did not apply. The initial language of the section shewed that actions at common law were not within its scope, and it followed that no action brought solely to enforce common law rights, arising out of contract, common law obligation, or common law duty, was within it. His lordship referred to the decision of Jessel, M.R., in *Holme* v. *Guy* (5 Ch. D. 901). Having gone so far on the construction of the section, reason and logic required the court to go a step further. The words of the section did not operate to bring a common law action within it, and the mere fact that incidentally in the action the court might have to decide what concerned the charity was not, in his opinion, enough to bring it within the section. Would a contrary construction of the section be reasonable? If so, the result would be that, although a plaintiff would not be obliged to obtain the consent of the Charity Commissioners for a common law action, he would be obliged to do so for an action in the Court of Chancery for the same purpose. Although a plaintiff would not be obliged to obtain the consent of the commissioners before commencing an action of trespass, he would be obliged to do so before commencing an action for an injunction in respect of the same matter. It seemed to his lordship that the Act did not authorize such an anomaly, and that the consent of the commissioners had only to be obtained when the administration of a charity was sought. He thought, therefore, that the section did not apply to cases in which equitable relief was sought in respect of common law rights, any more than it applied to common law rights. It appeared to him that the plaintiff's case was only one of contract. He was simply seeking to enforce what he considered to be his common law rights in relation to that contract. Undoubtedly that might involve consideration of the deed of trust under which the school was constituted. But the mere fact that such a question incidentally concerned the trusts of the charity did not render the section applicable. For these reasons he thought that Kay, J., was wrong in holding that the consent of the Charity Commissioners ought to have been obtained by the plaintiff. With regard to the second point, whether—in cases to which the section did apply—the consent of the commissioners was necessary before the commencement of an action, he agreed with Cotton, L.J., that the action ought not to be dismissed because the consent had not been obtained. The proper course was to let the action stand over, to see if the consent of the commissioners could be obtained. On the construction of the section, his lordship thought that the absence of the consent of the commissioners was only a bar to the court dealing with the action, but was not a bar to the action itself. The action should stand over in order that the blot might, if possible, be removed. The court must hold its hand until the consent was obtained, but the section did not require the court to close the door altogether. FRY, L.J., agreed with BOWEN, L.J., on both points.—COUNSEL, *Edward Cutler*, Q.C., and *H. Lynn*; *Renshaw*, Q.C., and *Decimus Burges*. SOLICITORS, *Baker & Nairne*; *Vincent & Vincent*.

High Court—Chancery Division.

Ex parte THE SCOTTISH ECONOMIC LIFE ASSURANCE SOCIETY (LIM.).—Kay, J., 21st June.

LIFE ASSURANCE COMPANY—RETURN OF DEPOSIT—LIFE ASSURANCE COMPANIES ACT, 1870, ss. 3, 14, 15.

This was a petition by the Economic Society, the liquidators of the society, and the Scottish Metropolitan Life Assurance Co., with which the Economic Society had entered into an agreement for amalgamation, that the deposit made with the Accountant-General in accordance with section 3 of the Life Assurance Companies Act, 1870, by the Economic Society might be paid to the Metropolitan Co. The Economic Society had not entitled themselves to receive the deposit out of court under that section, since they had not accumulated the required £40,000, but the Metropolitan Co. had accumulated £100,000. The Metropolitan Co. was to take over the liabilities of the Economic Society under its policies, amounting to about £260,000.

KAY, J., said that the words "accumulated out of the premiums" in section 3 of the Act of 1870 were essential words; the £40,000 mentioned in that section must have been accumulated out of the premiums earned in the company's business. The policy-holders in the Economic had accepted the liability of the Metropolitan, but had not abandoned the liability of the Economic. The objections to the petition were, that the accumulations made by the Metropolitan were not made out of the premiums on the policies in the Economic; and that the sum of £100,000 accumulated by the Metropolitan seemed to have been thought by them a proper sum to meet their liability on their policies before they took over this additional liability of £260,000. There was, therefore, no accumulation in respect of, or to meet, the policies in the Economic.—COUNSEL, *Renshaw*, Q.C., and *Methold*. SOLICITORS, *Travers, Smith, & Braithwaite*.

HODGETTS *v.* BAKER—Kay, J., 20th June.

PRACTICE — POWER OF DISTRICT REGISTRAR TO ACT AS CHIEF CLERK — JUDICATURE ACT, 1873, s. 64—R. S. C., XXV., 1, 6, 6A.

Per KAY, J.—Where a judgment directs that a deed shall be executed by the defendant and be settled by the judge in case the parties differ, the district registrar in whose registry proceedings were commenced (other than the district registrars of the Liverpool and Manchester District Registries) has no power to settle such deed. Such a district registrar has no power to act as chief clerk unless the matter is sent to him by the judge.—COUNSEL, *A. Dunham*. SOLICITORS, *Charles Robinson & Co.*

WEBB *v.* WEBB—Chitty, J., 20th June.

R. S. C., 1883, XXXVI., 1, 1 (A) — ACTION ASSIGNED TO CHANCERY DIVISION—PLACE OF TRIAL—CHANGE OF VENUE.

This was a motion by the defendant to change the place of trial of the action from Cambridge to Middlesex. It appeared that the action was one for the administration of the trusts of a deed of assignment executed by the plaintiff for the benefit of his creditors, the defendant being trustee of the deed. The plaintiff asked for accounts and inquiries upon the footing of wilful default, the plaintiff alleging that the defendant had paid persons who were not creditors under the deed. The plaintiff had in his statement of claim named Cambridge as the place of trial, and on the 16th of May last had given notice of trial for the ensuing assizes. The defendant, in support of his motion, relied on *Powell* v. *Cobb* (29 Ch. D. 486), and the plaintiff resisted it, relying on *Philips* v. *Beall* (32 W. R. 665, L. R. 26 Ch. D. 621).

CHITTY, J., said that the defendant's argument in support of his motion was merely tantamount to this—namely, that when an action was assigned to the Chancery Division of the High Court it was the right of any party to have the action tried before a chancery judge. In the present case there might be some difficulty in trying the action at Cambridge, and it was also the case that apparently there must be accounts and inquiries. The defendant, however, had not produced any evidence in support of his motion, and what, in fact, was underlying his application was that he preferred to have the action tried before a chancery judge to having it tried before the judge at assizes, who was not likely to be one of the judges of the Chancery Division. The defendant's argument could not be maintained, and his wish could not be acceded to. The case in every respect fell within the ruling of the Appeal Court in *Philips* v. *Beall*. He should, however, make no order except that costs of the motion be costs in the action.—COUNSEL, *Romer*, Q.C., and *Whinney*; *G. Henderson*. SOLICITORS, *F. A. & A. C. Doyle*, for *Jones & Son*, Colchester; *Cole & Jackson*, for *Eadon & Knowles*, Cambridge.

SHIPWRIGHT *v.* CLEMENTS—North, J., 20th June.

PRACTICE—AMENDMENT OF JUDGMENT—ACCIDENTAL OMISSION OF WORDS—"SLIP ORDER"—JUDGMENT TWENTY YEARS OLD—R. S. C., XXVIII., 11.

This was an application under the "Slip Order" for the correction of what was alleged to be an accidental omission in a decree of the Court of Chancery made in the year 1871. The plaintiff and the defendant prior to December, 1868, were carrying on in partnership the business of hairdressers and perfumers. In December, 1868, they dissolved partnership, and the lease of the house No. 10, Tichborne-street, in which the business had been carried on, was then assigned to the plaintiff, and the defendant entered into a covenant with the plaintiff that he would not, "during the remainder of the term of the lease," carry on the business of a hairdresser or perfumer within a mile from No. 10, Tichborne-street. This suit was

instituted by the plaintiff in 1870, alleging that the defendant had violated his covenant, and claiming an injunction to restrain him from so doing. On the hearing of the cause, on the 20th of February, 1871, a decree was made granting an injunction "perpetually to restrain" the defendant from doing certain specified acts connected with the sale of a particular perfume, "and further to restrain the defendant from selling any perfume, or in any way carrying on the business of a hairdresser or perfumer within the distance of one mile from No. 10, Tichborne-street." The plaintiff had recently served the defendant with a notice of motion to commit him for an alleged breach of the latter part of the injunction restraining him from carrying on business within a mile of No. 10, Tichborne-street. The term of the lease (by which the defendant's covenant not to carry on business was limited) had expired in 1881, and the defendant met the motion to commit him by a cross-motion under the "Slip Order" to amend the decree by inserting in it (after the words "and further to restrain the defendant") the words "during the remainder of the term of the lease."

NORTH, J., acceded to the defendant's application. He was of opinion that he had power to do so under the "Slip Order." He thought that the words which the defendant asked to have inserted had been accidentally omitted, and that the decree as it stood did not carry out the intention of the judge. His lordship had no doubt that, if, at the time, the defendant had moved to vary the minutes of the decree, by inserting words limiting the operation of the injunction to the term of the lease, that application would have been granted.—COUNSEL, *Cozens-Hardy*, Q.C., and *H. Terrell*; *Napier Higgins*, Q.C., and *Warrington*. SOLICITORS, *Potter, Sindford, & Kelvington*; *Lumley & Lumley*.

Re WARE, CUMBERLEGE *v.* CUMBERLEGE-WARE—Stirling, J., 21st June.

WILL—POWER OF APPOINTMENT—OBJECTS DESIGNATED NOMINATIM—GIFT OVER IN DEFAULT—DEATH OF OBJECT OF POWER IN LIFETIME OF APPOINTOR—EXCLUSIVE OR NON-EXCLUSIVE POWER—"REPRESENTATIVES."

The testator, who died in July, 1859, bequeathed by his will to John C., Anne C., Samuel C., and Catherine Cautley each £10,000, and limited the same, so far as regarded John C. and Anne C. as follows: "So that these sums may be left by them respectively after their deaths in such proportions as they may appoint to their brothers or sisters [*sic*] Charles C., Samuel C., and Catherine Cautley, in failure of appointment to be equally divided between the three, or their respective representatives." John died in 1869, having, by a codicil to his will, referred to the previous decease in 1867 of his sister Catherine, and appointed one-third of his £10,000 to Charles, and two-thirds to Samuel. Anne died in 1889, having by will appointed her £10,000 in equal shares between Samuel and Charles. Charles had predeceased Anne, dying in 1888, leaving issue. Catherine Cautley had left her husband and four children her surviving. Samuel, who was the surviving executor of the wills of John, Anne, and Catherine Cautley, took out an originating summons for the purpose of obtaining a decision upon the validity of the appointments, whether, Catherine having predeceased John, and Catherine and also Charles having predeceased Anne, the appointments respectively made by John and Anne were valid, and also whether "representatives" meant legal personal representatives or next of kin.

STIRLING, J., said that no case had been cited to shew that the rule in *Boyle* v. *Bishop of Peterborough* (1 Ves. 299), that, where there is a non-exclusive power of appointment by will among a class who take in default of appointment, the death of a member of the class before that of the donee of the power does not destroy the power—which was followed in *Ricketts* v. *Loftus* (4 Y. & C. Ex. 519)—did not apply to a case where the objects of a power were named, and not merely mentioned as a class, and the gift over in default of appointment was also to them *nominatim*. As all the objects of the power had survived the testator, the fact that Catherine had predeceased John did not put an end to his power, so his power was properly exercised as to the whole of his legacy. As to Anne's fund, the appointment of one moiety to Samuel was good, and as to the other moiety, which failed by reason of the death of Charles in her lifetime, one-third part would go to Samuel under the ultimate bequest in default of appointment. The remaining two-thirds would go equally to the respective "representatives" of Charles and Catherine Cautley; the term "representatives" meaning, according to the doctrine laid down in *Re Crawford's Trusts* (2 Drew. 230)—a case which had been repeatedly followed, and with which his lordship agreed in every respect—the executors or administrators, and not the next of kin. To put any other meaning upon the term it was necessary to find some words in the will to extend the signification beyond its primary meaning, and such circumstances his lordship could not discover.—COUNSEL, *Giffard*, Q.C., and *A. Bailey*; *Phipson Beale*, Q.C., and *W. Cowell Davies*; *Wace*; *Graham Hastings*, Q.C., and *Lemon*; *Buckley*, Q.C., and *J. G. Butcher*; *Cartmell*. SOLICITORS, *Baileys, Shaw, & Gillett*; *Wade & Lyall*.

High Court—Queen's Bench Division.

REG. *v.* RILEY AND CAMPION—C. C. R., 21st June.

CRIMINAL LAW—MUNICIPAL ELECTION—CORRUPT PRACTICE—VENUE—POWER TO ORDER TRIAL IN ADJOINING COUNTY—MUNICIPAL ELECTIONS (CORRUPT AND ILLEGAL PRACTICES) ACT, 1884 (47 & 48 VICT. C. 70), S. 28, SUB-SECTION (5).

In this case the prisoners were charged before an election court sitting at Nottingham with bribery, alleged to have been committed during a municipal election in that city. The commissioner who tried the election petition made an order that the prisoners should be prosecuted on indictment at the ensuing assizes for the county at Derby for "a corrupt practice." They were accordingly tried at the Derby Assizes before Hawkins, J., upon an indictment which alleged several specific acts of bribery committed by each prisoner. The indictment was headed "Derby to wit," and in the body of it stated that the offences were committed at Nottingham. The prisoners were convicted. This case was reserved by the learned judge for the opinion of the court, the main questions being—(1) whether the commissioner had power to order the prisoners to be indicted in a county other than that in which the offences were alleged to have been committed; (2) whether his order was sufficient to support the indictment, the order not stating the acts of bribery which were charged; and (3) whether the indictment, being laid in the county of Derby, ought not to have charged the offences as committed in that county, and not at Nottingham. Section 28, sub-section (5), of the Municipal Elections (Corrupt and Illegal Practices) Act, 1884, provides: "Where a person is so prosecuted for any such offence," *i.e.*, before an election court for a corrupt or illegal practice, "and either he elects to be tried by a jury or he does not appear before the court, or the court thinks it in the interests of justice expedient that he should be tried before some other court, the court, if of opinion that the evidence is sufficient to put the said person upon his trial for the offence, shall order such person to be prosecuted on indictment or before a court of summary jurisdiction, as the case may require for the said offence; and in either case may order him to be prosecuted before such court as may be named in the order; and for all purposes preliminary, and of and incidental to such prosecution, the offence shall be deemed to have been committed within the jurisdiction of the court so named."

Lord COLERIDGE, C.J., was of opinion that the commissioner had power to send the cases for trial in an adjoining county. It was said that the offence ought to have been described in the body of the indictment as committed in the county of Derby, and not at Nottingham. There were two answers to that objection—either you might reject the words "at Nottingham" as mere surplusage, or you might say that, from a legal point of view, the two expressions were consistent, for Parliament had very rightly and properly permitted the commissioner to send such cases for trial in an adjoining county, and therefore, although the offence took place at Nottingham, it was legally correct to describe it as having occurred in the county of Derby. Then the order was that the man should be indicted for a corrupt practice, whereas the indictment ran to many counts, and in each count a separate act of corruption was charged. The answer was that although he was sent for trial for a corrupt practice in the indictment, you might charge what corrupt acts you pleased; they all constituted a habit or continuance of corrupt action. The result was that the indictment was right, and the judge had power to try the cases. The conviction must be affirmed. HAWKINS, J., thought that the case raised very serious questions which had not, to his mind, been entirely disposed of. He did not, however, feel justified in dissenting from his brethren. In the first place he was not satisfied as to the power of the commissioner to send for trial in a neighbouring county. Assuming that he had that power, the indictment was sufficient. The section said that the offence should be deemed to have been committed within the jurisdiction of the court. By virtue of the section and the order of the commissioner the part of Nottingham where the offence was committed was to be deemed, for the purposes of the case, a part of the county of Derby. There was, therefore, no inconsistency in heading the indictment in Derby and putting Nottingham in the body. It was said that the order referred to one offence only—a corrupt practice, and that as the indictment charged several offences it was left absolutely uncertain which was the offence for which the prisoner was sent for trial. But the meaning of the order was that the man's habit during the election was to influence the electors corruptly—his conduct was corrupt: he was to be charged for his corrupt practice or conduct, and that might consist of many corrupt acts, all of which might be charged in the indictment. It would have been preferable if the order had set out specifically the corrupt acts which constituted the offence, but it might be upheld in the way suggested. Therefore, although with some hesitation, he agreed that the conviction should be affirmed. MATHEW, DAY, and GRANTHAM, JJ., concurred. Conviction affirmed.—COUNSEL, *Stanger* and *Stevenson*; *Bunyard*, Q.C., and *Rickards*. SOLICITORS, *C. H. Fraser*, Nottingham; *Solicitor to the Treasury*.

REG. *v.* PAUL—C. C. R., 21st June.

CRIMINAL LAW—48 & 49 VICT. C. 69, S. 4—UNSWORN EVIDENCE OF CHILD OF TENDER YEARS—CONVICTION UNDER 24 & 25 VICT. C. 100 FOR INDECENT ASSAULT—ADMISSIBILITY.

In this case the prisoner was indicted upon two counts—the first charging him, under section 4 of the Criminal Law Amendment Act, 1885, with an attempt to have carnal knowledge of a child of tender years; the second charging him, under 24 & 25 Vict. c. 100, with an indecent assault. The Recorder of the City of London, who presided at the trial, admitted the unsworn evidence of the child under the provisions of the Criminal Law Amendment Act, s. 4, but held that there was no evidence to go to the jury upon the first count. He permitted the unsworn evidence to go before the jury on the second count, and the prisoner was convicted. The question was, whether the unsworn evidence was admissible upon the second count, the words of the Act (section 4) by which the evidence is made admissible referring only to "the hearing of a charge under this section."

HAWKINS, J., in delivering the judgment of THE COURT (Lord COLERIDGE, C.J., and HAWKINS, MATHEW, DAY, and GRANTHAM, JJ.), said that the court was of opinion that the conviction could not be supported. Although, before the passing of the Criminal Law Amendment Act, 1885, some authority existed for receiving the unsworn evidence of young children (1 Hale P. C. 634), yet the practice was not to receive such evi-

dence; therefore the admission of this evidence depended entirely upon the construction of section 4, and the court could go no further. That section did not mention the crimes of rape or indecent assault, which might or might not be an oversight, but at all events the exception as to sworn evidence was not extended to those offences. It was said that the evidence having once been properly admitted upon the first count was legal evidence, and could be used throughout the case; for that *Reg.* v. *Wealand* (20 Q. B. D. 827) was said to be an authority. But there was no doubt that evidence which was receivable upon one count of an indictment might be inadmissible upon another. Nor was *Reg.* v. *Owen* (20 Q. B. D. 829) inconsistent with that view, for in that case the prisoner voluntarily gave evidence on a count as to which he could not have been asked to give evidence at all, and it was held to be evidence against him, not by virtue of the statute, but as an admission. In this case, if the first count had been swept away, could the evidence have been received upon the second count alone? Undoubtedly not; and if not it could not have been right to consider it upon that count. It was impossible to say that evidence which was admissible upon one count was, therefore, admissible on all counts; it would be less objectionable to say that, because inadmissible on one count, it was inadmissible upon all. But the true view was that it was admissible on the one count because the statute said so, and was inadmissible on the other count because the statute said nothing. In *Reg.* v. *Wealand* the prisoner was indicted upon one count only (for carnally knowing the child), and no objection could be made to the evidence, because it was admissible by statute upon the only count which was before the jury. In this case it would be strangely anomalous if the prisoner should be acquitted on the charge upon which this evidence was admissible, and convicted on the charge upon which it was clearly inadmissible. The law on the subject contained in the Act was in a very unsatisfactory state, and required much amendment; but upon the law applicable to this case the conviction was wrong, and must be quashed. Conviction quashed.—Counsel, *Elliot; Gill.* Solicitors, *W. Edwin; Soliciter to the Treasury.*

REG. v. THE JUSTICES OF LONDON; *Ex parte* THE FULHAM VESTRY—23rd June.

Appeal—Dismissal of Complaint by Magistrate—Right of Appeal by Complainant against Acquittal—Highway Act, 1835 (5 & 6 Will. 4, c. 50), s. 105.

Rule for a *mandamus* calling on the justices of London to shew cause why a writ of *mandamus* should not issue, directed to them, commanding them to hear and determine a certain appeal at the instance of the Vestry of Fulham, upon the appeal of the vestry against the judgment or determination of A. C. Plowden, Esq., metropolitan police magistrate, upon the hearing of an information or complaint preferred by the vestry against Lewis Cockerell, for unlawfully and wilfully obstructing the free passage of a certain highway, called Vereker-road. Vereker-road was a road used from time to time by the vestry for the purpose of carting materials from one part of the parish to another for repairing roads, and if it were closed the vestry would be put to additional expense by having to cart their materials by longer ways. For that reason the vestry desired to keep up their right to the road as a highway. The agent of the owners, Mr. Cockerell, put up a fence across the road, to obstruct the road, and to prevent its becoming a highway. Thereupon the vestry took proceedings against Mr. Cockerell, by a summons before a police magistrate under the Highway Act, 1835 (5 & 6 Will. 4, c. 50). The magistrate dismissed the complaint, as he was not satisfied that the road was a public highway. The vestry then appealed to the quarter sessions against this acquittal, but the court refused to hear the appeal, holding that there was no appeal from such acquittal. The vestry, the complainants in the case, thereupon obtained the present rule for a *mandamus* to the justices of London compelling them to hear and determine the appeal. The question now argued was, whether, under section 105 of the Highway Act, 1835, there is an appeal against a dismissal of the complaint as well as against a conviction. Section 105 enacts that "if any person shall think himself aggrieved by any rate made under or in pursuance of this Act, or by any order, conviction, judgment, or determination made, or by any matter or thing done, by any justice or other person in pursuance of this Act, and for which no particular method of relief hath been already appointed, such person may appeal to the justices at the next general or quarter sessions of the peace to be held for the county, division, riding, or place wherein the cause of complaint shall arise." Against the rule it was urged that there could be no appeal from an acquittal in such a case, and in support of the rule it was contended, on behalf of the vestry, the complainants, that there was a right of appeal in such cases, as the words of the section were wide enough to include appeals against acquittals, as well as appeals against convictions, that the word "determination" in the section included a dismissal of a complaint as well as a conviction, and that a person whose complaint was dismissed was a person "aggrieved" by the "determination" of the magistrate, which fact entitled him to appeal to the quarter sessions.

Lord Coleridge, C.J.—I am not aware of any case which distinctly decides the question before us; but it is to be observed that this is the year 1890, and we ought also to observe that we are now asked to decide this point for the first time on the Act of 1835, an Act which has been in operation from 1835 down to the present time, and there is no case of a similar kind which can be pointed out to us. There must have been hundreds and thousands of acquittals under that Act which must have annoyed the persons affected by them, and yet there is no case during all that time of such an appeal as the present. I agree that this is a determination made, and I don't know that it is not a thing done by a justice in pursuance of the Act, but I don't think that is the way to look at a section of this sort. Generally the principle of law is that if a man is acquitted he is not to be tried a second time. Looked at broadly and looked at reasonably, this section does not give an appeal unless in case of conviction. Is a person who fails to get a conviction a person "aggrieved"? Is he, in the ordinary sense of the word, aggrieved because somebody has been held not to have done something wrong? It appears to me that this section does not give an appeal unless when something has been done, some order made against a person. Wills, J.—I am of the same opinion. I should like to add that in my judgment this is distinctly a criminal matter. I think that is so within the decision of the Court of Appeal, and the principles laid down by them. In form it is a fine, and imprisonment may follow, and therefore it is a criminal matter. I should like to add that this legislation took place in 1835, but analogous words have been found in very much earlier Acts than this, many scores of years before 1835, and yet there is no instance in the books in which the appeal has been successfully prosecuted on an acquittal. The appellant is always treated as a person who has been convicted, or something analogous to that. I cannot find a trace of any case where there has been an appeal in case of an acquittal. Rule discharged.—Counsel, *Candy*, Q.C., and *Meates; Lumley Smith*, Q.C., and *Macaskie.* Solicitors, *Lane, Monro, & Soutter; T. Blanco White.*

Bankruptcy Cases.

***Ex parte* BROWNE AND WINGROVE, *Re* BROWNE AND WINGROVE—C. A. No. 1, 20th June.**

Bankruptcy—Scheme of Arrangement with Creditors—Approval of Court—"Benefit of Creditors"—Bankruptcy Act, 1883, s. 18, sub-section 6.

This was an appeal by debtors from the refusal of Mr. Registrar Giffard to approve of a scheme of arrangement with their creditors, which had been accepted by the statutory majority of the creditors. Sub-section 6 of section 18 of the Bankruptcy Act, 1883, provides that "if the court is of opinion that the terms of the composition or scheme are not reasonable, or are not calculated to benefit the general body of creditors . . . the court shall . . . refuse to approve of the composition or scheme." The registrar was of opinion that the scheme would not give the creditors any greater benefit than they would obtain under an administration of the debtor's estate in bankruptcy, and that, consequently, he was bound by the authority of *Ex parte Bischoffsheim* (31 Solicitors' Journal, 463, 19 Q. B. D. 33) to hold that the scheme was not for the benefit of the creditors, and to refuse to approve it.

The Court (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) affirmed the decision. Lord Esher, M.R., thought that the decision in *Ex parte Bischoffsheim* was right. If a scheme of arrangement produced no greater benefit to the creditors than a bankruptcy would, it was of no benefit to them at all. That was the result of the present scheme. It was only for the benefit of the debtors, because they did not wish things to be known which would come out in a bankruptcy. Lindley and Lopes, L.JJ., concurred.—Counsel, *Sidney Woolf*, Q.C., and *F. M. Abrahams.* Solicitors, *M. Abrahams, Son, & Co.*

***Ex parte* THE TRUSTEE, *Re* LOCK—Q. B. Div., 19th June.**

Bankruptcy—Motion by Trustee against High Bailiff of County Court to deliver up Goods—Formal Notice—County Courts Act, 1888, ss. 53, 54—Bankruptcy Act, 1883, s. 45.

This case raised a question of considerable importance under the County Courts Act, 1888. Previous to the 4th of February, 1889, two executions had been levied against the debtor by the high bailiff of the Cardiff County Court, and intimation being received by him that a petition for a receiving order was about to be presented against the debtor, the goods were sold at 10 o'clock on the morning of the 4th of February. The petition was presented at 10.20 o'clock on the same day, and on the debtor being adjudicated a bankrupt a motion was made in the county court by his trustee against the high bailiff, under section 45 of the Bankruptcy Act, 1883, for an order on him to deliver up possession of the property or its value, on the ground that the execution was not completed before notice of the presentation of the petition was given. By section 53 of the County Courts Act, 1888, it is provided that "all actions and prosecutions to be commenced against any person for anything done in pursuance of this Act shall, unless otherwise provided, be laid and tried in the county where the fact was committed, and shall be commenced within three months after the fact was committed, and not afterwards or otherwise; and notice in writing of such action or prosecution, and of the cause thereof, shall be given to the defendant one month at least before the commencement thereof; and no plaintiff shall recover in any such action if tender of sufficient amends shall have been made before action brought, or if after action brought a sufficient sum of money shall have been paid into court with costs by, or on behalf of, the defendant." And by section 54 no action is to be brought against a bailiff, &c., acting under order of the court without notice; and the registrar is to be made defendant in the action. On the hearing of the trustee's motion against the high bailiff in the county court, the preliminary objection was taken that the formalities required by the Act of 1888 had not been complied with, and this objection having been allowed by the county court judge, the trustee now appealed, it being admitted that if the appeal was successful the case must go back to the county court for decision on the merits. On behalf of the trustee it was contended that the County Courts Act, 1888, did not apply to the case of a motion made by a trustee in bankruptcy for a declaration that he had a title to certain property by virtue of the Bankruptcy Act; but on behalf of the high bailiff it was argued that the motion was in reality

an action against the high bailiff for damages, and that he was entitled to insist that the formal notice under the Act should have been given to him.

THE COURT (CAVE and A. L. SMITH, JJ.) allowed the appeal. CAVE, J., said that it was impossible to say that the motion by the trustee was an action for trespass or for damages. It was simply a motion by the trustee to recover property which was the bankrupt's, and which the high bailiff had got into his hands, or, as was alleged, had improperly disposed of. It was not an action at all. A. L. SMITH, J., concurred, and said that an "action" was a well-known thing which was commenced by writ or plaint. The term "prosecution" was equally well known. In section 53 of the County Courts Act, 1888, both those terms were dealt with. Then it appeared to have been thought by somebody that those terms might not cover a "suit," and so by the interpretation clause of the Act it was provided that "action" should "include suit, and shall mean every proceeding in the court which may be commenced as prescribed by plaint." The court was now asked to extend that further, and to say that it should include any proceeding by motion. The court could not do it.—COUNSEL, *H. Kisch; Herbert Reed.* SOLICITORS, *A. Kisch*, for *D. Davis*, Birmingham; *Bell, Brodrick, & Gray*, for *Linton & Kenshole*, Cardiff.

Ex parte HASLUCK, *Re* LEHMANN—Q. B. Div., 17th June.

BANKRUPTCY NOTICE—JUDGMENT DEBT—INTEREST—RIGHT TO INCLUDE CLAIM FOR INTEREST IN BANKRUPTCY NOTICE—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (*g*).

An important question was raised in this case with reference to the right of a judgment creditor, under section 4, sub-section 1 (*g*), of the Bankruptcy Act, 1883, to include in a bankruptcy notice issued by him a demand for interest on the judgment debt. The case was an *ex parte* appeal from a refusal of the registrar of the county court at Guildford to issue a bankruptcy notice against the debtor on the application of the appellant, by which notice was given that unless within seven days a sum of £14,896, claimed as being the amount due on a final judgment obtained in 1888, was paid by the debtor, or secured or compounded for, or unless the court was satisfied that the debtor had a counter-claim, set-off, or cross-demand against the appellant which equalled or exceeded the sum claimed, and which he could not set up in the action in which the judgment was obtained, such debtor would be considered to have committed an act of bankruptcy, on which bankruptcy proceedings might be taken against him. Of the amount claimed the sum of £13,796 was the amount of the judgment, a sum of £1,100 being added for interest at the rate of four per cent., but the county court registrar refused to allow this latter sum to be included, and altered the bankruptcy notice by reducing the claim to £13,796. Section 4, sub-section (1), of the Bankruptcy Act, 1883, provides that a debtor commits an act of bankruptcy " . . . (*g*) If a creditor has obtained a final judgment against him for any amount, and, execution thereon not having been stayed, has served on him . . . a bankruptcy notice requiring him to pay the judgment debt in accordance with the terms of the judgment, or to secure or compound for it to the satisfaction of the creditor or the court, and he does not . . . either comply with the requirements of the notice, or satisfy the court that he has a counter-claim, set-off, or cross-demand which equals or exceeds the amount of the judgment debt, and which he could not set up in the action in which the judgment was obtained." By rule 136 (1) of the Bankruptcy Rules, 1886, "A bankruptcy notice shall be in the form No. 6 in the Appendix, with such variations as circumstances may require." And by 1 & 2 Vict. c. 110, s. 17, it is provided that "Every judgment shall carry interest at the rate of £4 per cent. per annum from the time of entering up the judgment . . . until the same shall be satisfied, and such interest may be levied under a writ of execution on such judgment."

THE COURT (CAVE and A. L. SMITH, JJ.) allowed the appeal. CAVE, J., said that the appellant was entitled to have a bankruptcy notice issued for the amount due on the judgment, which included the interest. There might be a question whether the two amounts should not appear separately in the notice—namely, first, the amount of the judgment, and then the interest, or whether it should be in the form in which it had been put, but that was a mere matter of detail. The creditor was entitled to have the amount of the interest added to the judgment debt, so that the debtor might be informed by the notice that he could not comply with the notice without paying the interest on the debt A. L. SMITH, J., concurred.—COUNSEL, *Cautley*. SOLICITOR, *M. S. Rubinstein*.

Solicitors' Cases.

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

24th June—JOHN RYLAND CROOKS (Birmingham).
25th June—WILLIAM POINTON (lately of Crewe).

County Courts.

TURBERVILLE AND CO. *v.* SHARPE, PIMLOTT (Claimant) AND DIPROSE (Claimant)—Marylebone, 19th June.

JOINT ASSIGNMENT OF CHATTELS TO WHICH GRANTORS WERE SEPARATELY ENTITLED RENDERS BILL OF SALE VOID—BILLS OF SALE ACT, 1882, ss. 7, 9.

His Honour Judge STONOR, in delivering judgment, said: This is an interpleader issue remitted from the High Court to try the right to certain goods taken in execution by the sheriff, and involves a novel point as to the validity of a bill of sale. By the instrument in question the execution debtor Sharpe and the claimant Pimlott assigned, as joint owners, certain chattels, to some of which the execution debtor was separately entitled—viz., certain carpets of the admitted value of £6—and to the rest of which the claimant Pimlott was separately entitled, being furniture of the admitted value of £24, and which, together with certain other furniture to which the claimant Pimlott was entitled, but which was not included in the bill of sale, of the admitted value of £13, were seized and sold by the sheriff, and realised the entire sum of £43. The two grantors of the bill of sale are described or referred to as "the mortgagors," and the grantee as "the mortgagee," throughout the bill of sale, and it is otherwise in accordance with the form in the schedule to the Act of 1882, except that the following agreement is introduced into it, viz.:—"That if the grantee (described and referred to as 'the mortgagee') shall become entitled to seize the chattels thereby assigned, which he shall become entitled to do for any of the following causes, namely, [then follow all the clauses, (1) to (5), in the 7th section of the Act] then the mortgagee and his agents may enter and remain on the said premises, or any other premises, of the mortgagors where the said chattels shall be, and after the expiration of five clear days from the day of the seizure sell or remove and sell the same." On consideration of the provisions of the bill of sale, and the *viva voce* evidence given at the trial, I think that this bill of sale is void, because it is not in conformity with the form in the schedule to the Act, inasmuch as the grantors were not joint owners of the chattels assigned by it, as appearing by the bill of sale, and many complex and difficult questions as to the grantee's right to enter under the clauses contained in the 7th section of the Act and repeated in the bill of sale must arise upon it, *e.g.*, in the case of one of the grantors becoming bankrupt and not the other. I also think that it is somewhat doubtful whether the plaintiff Pimlott is rightly described in the bill of sale, and whether the introduction of the words "or any other premises of the mortgagors," which are not contained in the form in the schedule, render the bill of sale void, but on the whole I do not think that such is the case. Being, however, of opinion that the bill of sale is void under the 9th section of the Act, on the ground that it is not in accordance with the form in the schedule, I find for the execution creditor for £6, the value of the only goods belonging to the execution debtor, and for the claimant Pimlott for the balance, a sum of £37, the value of the rest of the goods seized. I shall give the execution creditor costs on £6 against the bill of sale holder, and I shall give the claimant Pimlott costs on the £13, the admitted value of the goods not comprised in the bill of sale, against the execution creditor, but no further costs, as the last-named claimant and the execution debtor have undoubtedly misled the execution creditor as well as the grantee of the bill of sale as to their interests in the goods comprised in that instrument.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

ANNIVERSARY FESTIVAL.

The thirtieth anniversary festival of the Solicitors' Benevolent Association was held on Monday evening at the Whitehall Rooms, Hôtel Métropole, Sir W. J. Farrer taking the chair. Among the guests were—Messrs. George Burrow Gregory, (chairman of board), Grinham Keen, (president Incorporated Law Society U.K.), Henry William Bradford, Bryan Farrer, W. D. Freshfield, Henry Nelson, (president Leeds Incorporated Law Society), J. Binney, (president Sheffield Incorpo-rated Law Society), F. F. Giraud, (president Kent Law Society), F. G. Butler, (president Cambridgeshire Law Society), J. V. Vachell, (president Cardiff Law Society), J. A. Hughes, (president Anglesea and Carnarvonshire Law Society), H. Morton Cotton, Sidney Smith, Reginald Ward, F. T. Woolbert, H. M. Crookenden, M. F. Tweedie, G. H. P. Glasier, R. P. Hart, J. C. St. Aubyn Angove, Edgar J. Paine, Richard Pidcock (Woolwich), William M. Pyke, Henry Sowton, T. H. Stephens (Cardiff), Edwin T. Tadman, Arnold Trinder, R. W. Tweedie, W. Melmoth Waters, Albert H. Williams, W. A. St. Aubyn Angove, S. Hayward Street, A. J. Harris (Leicester), William Frank Blandy (Reading), J. A. Burrell, E. B. S. Musgrave, E. Bannister, J. A. Collins, C. E. Bird, Grantham R. Dodd, Lewis Emanuel, W. Harris (Leicester), A. Gerald Smith, Rev. Robert Gwynne, A. Meredith, Samuel Harris (Leicester), Robert Hart, C. J. Phillips, J. E. Stephenson, N. H. Boynes, G. Churcher, C. H. Rees (Carnarvon), W. J. D. Andrew, P. Parves, T. A. Colls, J. C. Buckwell (Brighton), J. A. Corbett (Cardiff), F. H. Hallett (Ashford), J. McDiarmid, W. Lovell, T. J. Pitfield, J. T. Scott (secretary), &c.

The CHAIRMAN, in proposing the health of "Her Most Gracious Majesty the Queen," said the toast would have especial significance in an assembly of lawyers, as the reign of her Majesty had been marked by a steady adherence to the constitutional law. He then gave the toast of "H.R.H. the Prince of Wales, the Princess of Wales, and other Members of the Royal Family," remarking upon the readiness of the Prince of Wales at every call to respond to the wishes of his fellow countrymen, and there was none whose tact was greater in dealing with others and with the various subjects which came before him, whether they were in the direction of science and art or in the lighter matters of sport. Everybody admired and respected his graceful and gracious consort, who went about amongst the people without attendance in the happy confidence that she would be

received with a hearty welcome and with great respect. And, in relation to the latter part of the toast, he (the chairman) could not but refer to that young captain who had lately taken a ship of war out to distant parts in the service of his country.

The toasts having been received with the customary loyal enthusiasm,

The CHAIRMAN gave the health of "The Bench and the Bar," asserting that it was a bench which had commanded the respect, not only of our countrymen in these islands, but of our countrymen in far distant lands where the same language was spoken, the regions of America and Australia—a bench which had stood by the liberties of our countrymen from the earliest date, and a bench to which we always had recourse with confidence when serious difficulties arose, whether they were political, social, or domestic—a bench marked by integrity and by intelligence from the first to the last. But he had also to propose the health of the bar, from whom the bench was recruited, that profession to which they themselves were nearly allied, a profession which had never failed to render efficient advocacy to any cause that had a right to be brought before the consideration of humanity. He thought there were many questions with reference to the relations between the bar and their own branch of the profession which were worthy of consideration. He himself was possibly not in accord with all those to whom he was speaking, and with regard to the question of the fusion of the two branches he was quite alive to the fact that it was necessary that there should be a distinction in the work and in the way in which it was carried on. The quantity and the varying nature of the work which came before the lawyer in the present day was such that, in his opinion, each member of the profession should confine himself to one particular branch. No doubt the capacities of the individual were greater in one particular direction than in another, and whatever were the ultimate relations which the bar and solicitors might take, he was satisfied that, in regard to the division of work, there would always be those who prepared—there would always be those who advocated in court. He could not but give expression to what had been forced upon his mind, and he thought it would be wise to enable the transition from one branch to the other to be easy and rapid. If a man found that he had mistaken his vocation in one direction, there should be no artificial barrier to prevent his developing his talents in another. He felt sure that the bench, the bar, and solicitors had but one object, and that was to do justice and to do right as far as lies in their power. In that view he gave the toast.

Mr. H. W. BRADFORD responded for the bench, observing that there were on the bench men of the highest honour, integrity, and culture, and equal as lawyers to those who had gone before. In England, happily, the bench was chosen from a body of independent men, of great honour, brought up in the traditions of the highest honour, and he believed that justice was distributed more impartially probably in England than in any other country of the world. The bench still retained its high character, and he trusted it might be always so. No person, even the poorest, could appeal to the courts without having his case heard, and justice would be given as if he were the richest person in the realm.

Mr. BRYAN FARRER returned thanks for the bar. He remarked that the changes which seemed to threaten the profession were changes which in the nature of things were likely to affect the younger members rather than the older. He had in mind legislation such as the Land Transfer Bill, the Public Trustee Bill, the new Companies Bill, the new Bankruptcy Bill. These were all Bills which must take away a large quantity of work from those in whose hands it was at present and turn it over to Government departments and officials. It was at least questionable whether barristers and solicitors could not do their work for themselves just as well as anybody else could do it for them. Could they imagine anything which would be more likely to persuade a man to remain a bachelor than the knowledge that the Public Trustee was going to be the trustee of his marriage settlement? He had not been thinking of those great changes of procedure which were brought about in the public welfare, but of the changes which, unfortunately for some of them, had placed a considerable quantity of the work barristers used to do in the hands of the members of the solicitor branch of the profession. He had been thinking of the question of the fusion of the two branches of the profession. That was a question upon which the bar had spoken with a very divided voice. The Solicitor-General had gone one way and the Attorney-General another, and he (Mr. Farrer) believed that solicitors also were not unanimous, at all events. He thought he might be allowed to ask, "Does the present system work so badly? Is it so utterly unsatisfactory that it is either necessary or expedient to adopt a change which must have such very far reaching consequences?" It was quite clear that a system which might be very good in comparatively new countries was a system which might not be well suited to English ideas and habits. He thought the public were led to believe that the change would be beneficial on the ground that they would get their law cheaper. He doubted it very much. And if the public thought they would persuade one man to do two men's work for one man's pay they would be very much mistaken. But if the change were for the public good it would come. Whether it came or whether it did not, he was quite sure that English advocates would never forget those words of Chief Justice Cockburn when he said, "It is the duty of an English barrister to fight *per fas* and not *per nefas*—with the sword of the warrior but not with the dagger of the assassin."

The CHAIRMAN gave the toast of "The Incorporated and other Law Societies of England and Wales." He said the bodies to which the toast related had done a very great work for the advancement of the solicitor branch of the profession. He could carry his recollection back almost to the time of the founding of the original Incorporated Law Society, and for a period of nearly fifty years it had gone on steadily increasing its utility, and bringing to bear its influence upon all questions relating to solicitors, and upon the legislation of the country. Solicitors and the country were greatly indebted to the law society for the work it had done and was doing, and he could not but bear in mind also the great and valued work of the various provincial law societies. In whatever direction one turned, one found that the lawyers in their own centres had formed themselves into bodies which were working for the great public interest and, subject to that interest, the advancement of the great profession to which they belonged. And who could doubt that the *status* of solicitors had risen immensely, not in the course of the last century only, but during the last fifty years? The way in which the solicitor was regarded had improved. The work he did, and the great public functions he exercised, were advancing day by day, and this was due to the labours of the Incorporated Law Society, supported as it had been by the provincial law societies, which were really societies of very great authority in their own spheres. Their thanks were due this evening especially to the president of the Incorporated Law Society, who had at great labour and trouble to himself exerted himself to advance the interests of the Solicitors' Benevolent Association. The members of the Incorporated Law Society would also remember the kindly welcome the members of the Yorkshire Law Society gave them last year at Leeds, the second time that great city had entertained them, and he would ask the president of the Yorkshire Society to respond for the provincial societies.

Mr. GRINHAM KEEN (president of the Incorporated Law Society), in returning thanks, said there was one subject in which, for the last fourteen years at least, he had taken the warmest interest, and that was the question of the call of solicitors to the bar. He had always been against fusion. He had always felt that the public, their clients, would prefer to retain an independent bar and solicitors, as men of affairs, trusted advisers, always at hand to advise them in difficulties at the shortest notice. But he would gladly recognise, and he was thankful the consummation had come about during his year of office, the spirit with which the bar had met the solicitors with regard to the transfer from one branch of the profession to the other. Formerly it was necessary for the solicitor to take his name off the rolls and do no work for three years in preparing for the call to the bar. But some years ago this had been altered, so that there was but one year's probation necessary. A very short time since the benchers had remitted that year's probation, and he gladly took this opportunity of thanking the bar for having met the solicitors in this respect. It was for the purpose of training and educating solicitors, and to look after their just rights and interests, that the Incorporated Law Society existed. The law society looked after the solicitor in prosperity, but to the Solicitors' Benevolent Association belonged the pathetic duty of looking after the solicitors in adversity, their widows and orphans. It was a blessed work, one in which the law society and every member of the profession must always take the warmest and the deepest interest.

Mr. HENRY NELSON (president of the Leeds Incorporated Law Society) returned thanks for the provincial law societies. He could truly say that the law societies of England and Wales sympathized most deeply with the objects of the association, for among the numerous claims which all the active members of the solicitor branch of the profession had upon them, none could appeal more forcibly than those of their professional brethren who from various causes had been unsuccessful in their career, or whose families, by the early removal of those upon whom they depended, had been left in destitute circumstances. He was sure there was a strong feeling of brotherhood in the profession, and that where cases of real distress were brought home assistance was rendered with an ungrudging spirit.

The CHAIRMAN then gave the toast of the evening, "Prosperity to the Solicitors' Benevolent Association." He said they were met to commemorate the work which was done by the association. They were met also to endeavour, as far as possible, to insure that the good work should not flag in the future, but should be continued, and continued with increased fervour and increased usefulness. He believed it was now about thirty or thirty-one years since the association began its valuable work. At first it had limited itself, and gone upon the principles of an ordinary benefit society, making some provision for those members who fell by the way, or the widows or children of members only, but later, finding its funds increase, and the demands upon it increase, it determined in the year 1862, and he hoped they all agreed in thinking that it determined wisely, to extend its sphere of operations and to benefit not the members only and the families of members, but all members of the profession who were in need of assistance so far as their power went. Upon that principle it had proceeded, and in the past year it had expended no less than £3,636 in aiding the families of those who had fallen in the strife or of solicitors themselves who had been unsuccessful. In 1859 nothing at all was given in relief, but the amounts granted had gradually increased, until in 1869 they reached the sum of £550, in 1879 £2,210, and in 1889 the amount he had mentioned. Since the establishment of the association 949 cases had come before the directors for consideration, comprising 174 members and their families and 775 non-members and their families, and grants had been awarded amounting to over £50,000, and the number of applicants was constantly increasing. The invested funds, he need not tell them, did not provide an income anything like adequate to the needs of the association. The utmost received from the invested funds was about £1,500 a year. The difference between that and the £3,600 expended was provided by the annual subscriptions of members, and that led him to consider who were the members—how large a proportion of those who were solicitors became members of the association? He believed the number of members of the profession in the kingdom was about 14,000, and the number of members of the association was barely 3,000. There were, then, a very large number who did not subscribe, who did not become members, and

who, therefore, did not contribute, so far as they knew, to assist those who had struggled, and struggled in vain, to insure a competence or to assist their families. And he was sure that the reason why there were so many who did not join the association was that they were ignorant perhaps of its existence, but certainly of the value of its work. And whilst upon the subject he would like to tender his warm thanks and those of the association to those who, like Mr. Keen, had busied themselves during the past year in bringing the claims of the association before non-subscribing members of the profession. Would there were other members of the association in different parts of the country who had done their best to promote the interests of the association. Might he allude for one moment to a letter he had received from one honoured member of the association in reference to a letter which he (the chairman) had addressed to solicitors, in which he had used a phrase to the effect that steadiness and industry were the characteristics of the profession. His friend, in criticizing that, had said that industry and steadiness were not the sole characteristics of the profession, and in that criticism he (the chairman) most assuredly concurred. What he had meant to refer to was that in most professions and other avocations industry and steadiness were the means by which success was won. Industry and steadiness were special characteristics of the solicitor branch of the profession, but often where these characteristics existed there still were cases in which illness or death occurred where the struggler had not met with the success to which his industry and steadiness entitled him. In that sense alone he had used the phrase, and he thought those present would agree that in those cases their hands should be opened and held out to the fallen or his widow and children. He pleaded for the widow and the fatherless; he asked what answer would they give, and he was sure they would not leave the helpless in their time of need.

The toast was drank upstanding and with three times three.

The SECRETARY (Mr. J. T. Scott) announced donations and subscriptions to the amount of £860, amongst which were:—The Chairman, £50; Mr. John Hollams, £52 10s.; Mr. N. T. Lawrence, £25; Mr. E. J. Paine, £21; Collected by Mr. Grinham Keen, £144; Leeds Collection, £68 5s.

Mr. G. B. GREGORY (chairman of the board of directors) proposed the health of the chairman of the evening, who, he said, had been long known and long honoured in the profession.

The CHAIRMAN having briefly returned thanks,

Mr. J. BINNEY (president of the Sheffield Incorporated Law Society) proposed the health of the secretary, upon whom no small amount of the work of the association depended. It had been his (Mr. Binney's) lot to recommend cases, and these cases had been investigated with extreme carefulness by the secretary and the board of directors. It gave him great pleasure not to let the evening pass without noting his services.

The SECRETARY, in responding, expressed a hope that some day he might be in a position to say that the whole of the profession had thought it not only their duty, but their privilege, to become members of the association, when there would be no longer any anxiety with regard to the list of subscriptions. The anniversary festival was of very great importance. The association had completely outrun the amount received from annual subscriptions and invested capital, and the result of the festival was a matter of great anxiety to him, and during the months of July and August the whole of the donations then received would have been spent in relief.

During dessert a selection of music was performed by Master Charles Steward, Mr. George May, Mr. William Coates, Mr. Edward Dalzell, and Mr. Robert Hilton, under the direction of Mr. William Coates.

SELDEN SOCIETY.

The executive committee of the council met last week—present, Lord Justice Fry (in the chair), Mr. Justice Wills, Mr. Justice Stirling, Mr. Hyde Clarke, Mr. Howard Elphinstone, Mr. B. G. Lake, Mr. Stuart-Moore, Mr. F. K. Munton, Mr. Scargill-Bird, Mr. Meadows White, Q.C., and Mr. P. E. Dove (hon. sec.). Among other things it was decided that the fourth volume of the society's publications shall contain a very interesting and hitherto unpublished collection of precedents in French for proceedings in manorial courts. The date of the collection is doubtful, but is certainly not later than 1350. The rest of the volume will consist of actual cases from court rolls. The volume will be edited by Professor Maitland, of Cambridge, and Mr. W. Paley Baildon, of Lincoln's-inn. The fifth volume will consist of the well-known "Mirror," edited from the only MS. in existence with a translation and a commentary. The third volume is nearly ready, and will, it is expected, be issued before the long vacation. The committee have added to the council two Japanese members of the society: Professor Nobushige Hozumi, professor of English law, Tokyo, and Mr. Rokuichiro Masujima, who has a private law school in Tokyo in which his pupils (who number several thousands) are taught English law in their native language.

LAW STUDENTS' JOURNAL.

THE INTERMEDIATE EXAMINATION.

The recent examination, taken as a whole, was an easy one. In Head I. three of the ten questions were on the Conveyancing Act, 1881, while one was on the Settled Land Act, 1882. This is rather a heavy proportion considering that these statutes are dealt with collectively in one chapter. Question 4 was about the hardest of the lot, and question 9, "Define rent. Under what classification of property does it come?" as easy as any. The questions in Head II. were fairly distributed over the various matters dealt with in volume II., and were pretty easy. As samples of easy questions we would mention question 2, "Upon what grounds may a judical separation be decreed on the petition of the wife?" and the fifth, as to the rights and liabilities of the principal upon a contract made by his agent. In Head III. we notice that the examiners are determined that law students at any rate should be familiar with the terms of the union between Great Britain and Ireland.

Having regard to the rules of 1883 we consider question 4, "What is meant by a judgment of nonsuit? Explain the alteration made by the Judicature Acts in the effect of such judgment," rather an unfortunate question. Still, taken as a whole, the questions in this head were not difficult, although some of them, such as "Specify the matters assigned to the Chancery Division of the High Court of Justice," and that on *habeas corpus* would require fairly long answers.

THE COMPANIES (WINDING UP) BILL.

THE following report has been issued by the Bar Committee on this Bill:—

The Bar Committee having been requested to consider the Bill as amended by the Standing Committee on Trade, proceed upon the assumption that it is not part of their duty to criticise the principle upon which the measure as a whole is based, or the expediency of making so considerable a change as that proposed in the practice which has existed for upwards of a quarter of a century. They have limited themselves to the consideration of the clauses of the Bill so amended. Nevertheless, they do not wish it to be understood that they regard without regret and apprehension of danger and inconvenience in the future, a measure, which it is obvious will substitute for a large amount of well settled and well understood practice, a system which has yet to be learned, and which may or may not ultimately prove to be a useful equivalent, and in the evidently contemplated event of a transfer to the court having jurisdiction in bankruptcy will deprive the public of the services of judges, counsel and staff specially familiar with the questions arising in the liquidation of public companies. The Bar Committee desire to point out that the winding up of public companies is estimated to constitute one-third of the total amount of business transacted in the chambers of the Chancery Division, and that in the chambers of each judge there are officials who are specially trained in this branch of administration, and whose services cannot be transferred elsewhere, without serious prejudice to the proper conduct of the remaining business and consequent interference with the due course of justice.

Clause 1.—The petition ought to be presented to the county court when the capital does not exceed £10,000, but to the High Court in all other cases. Why, as now proposed, should a petition be presented to one court merely to be transferred to another? It is difficult to suggest any adequate reason for so cumbrous and inconvenient a procedure. The language of (2) (a) is obscure. Presumably the Chancery Court of Lancaster is not intended to be excluded, but it is not clear. To what do the words "such a Chancery Court as aforesaid" in (2) (c) refer? If the provisions of (2) (a) to (d) are to stand, it is suggested that an alteration should be made in the proviso by inserting the words "or the High Court" after the word "judge" when it occurs. The provision (i) does not indicate when the county court judge is to exercise his power of ordering the petition not to be transferred to the High Court, nor the mode or details of effecting the transfer.

Clause 2.—The Bar Committee have expressed their opinion that a transfer of winding-up business to the court having jurisdiction in bankruptcy would be in the highest degree inexpedient in the public interests. In addition to the reasons which they have given above, it should be borne in mind that the liquidation of a public company is frequently accompanied by proceedings by debenture holders to enforce their security. Such actions are by the Judicature Acts specially assigned to the Chancery Division, and it is the practice of that division to assign or transfer the action to the judge having the control of the winding up, the official liquidator being usually the receiver in the debenture holders' suit. Moreover, it usually falls to the liquidator to realise the property comprised in the debenture holders' security, a practice which is not inconvenient, but rather the contrary, when the action and winding up are under the same judge. If the winding up be in one court and the debenture holders' action in another, much inconvenience and unnecessary expense will result.

Clause 3 (2).—The "question" referred to in this clause is not a proceeding by way of appeal, and a special case is an inconvenient and expensive method of procedure. It would be better that the judge of first instance should decide the "question," leaving any party to appeal, if desired, and at his own risk of costs. It should be observed that the Bill does not appear to make any provision for appeals in any case. This should be specially provided for. In all cases appeals should be direct to the Court of Appeal. There is no advantage in an intermediate appeal to a divisional court or otherwise.

Assuming that the official system of liquidation contemplated by the Bill be adopted, the Bar Committee have the following observations to make on

Clause 4 (2).—Who will be the official receiver in liquidations under the control of the High Court? (1) and (5). It is not clear whether any person, other than the "officer" indicated in this clause, can be appointed provisional liquidator. This should be made clear one way or the other. It may often be expedient to appoint a person other than such "officer";

for example, a person having complete knowledge of the business of the company and its assets.

Clause 8 (7)—The provision made for the allowance of costs to the person under examination needs amendment. In many cases it will not be possible for the court which takes the examination to decide whether the person under examination is or is not "exculpated," there being no definite issue, and no opportunity of adducing evidence on his own behalf. On the other hand, a refusal of costs would brand the person as guilty, without proper trial. The notes to be signed by the person under examination should be full notes, and not merely such as a judge might direct.

Clause 10.—(1) This clause extends the provisions of section 165 of the Act of 1862, which it is proposed to repeal, to promoters, and in this respect is beneficial. (2) This needs amendment. As it stands, contribution to the assets of the company may be obtained from a person found guilty of certain acts, but that person will, nevertheless, remain open to an action for damages by any person injured by his act. In other words, the compensation for a wrong to an individual is added to the assets of the company. (2) (*b*) This, in its present form, is indefensible. How is it to be ascertained that a person has "wilfully incurred on behalf of the company a liability which there was no reasonable prospect that the company would be able to satisfy, or in consequence whereof loss or damage has been occasioned to the company or any person being a contributory or creditor of the company at the commencement of the winding up"? It is impossible to forecast the extent of the litigation to which this provision would give rise.

Clause 24.—(3) The word "loyal" is no doubt a misprint.

Clause 29.—(3) The law as to the winding up of companies should continue to be as hitherto, uniform for the three countries, except so far as mere matters of procedure, resulting from differing constitution of courts, are concerned. As it stands, there is great temptation to register in Scotland or Ireland, to avoid the liabilities of this Bill.

In submitting the above report, the Bar Committee do not pretend that they have exhausted the criticism of which the Bill is susceptible They have dealt with such matters as the limited time at their disposal permitted. The Bar Committee suggest whether it would not be possible and expedient to extend some of the general provisions for the control of liquidators to the like officials in voluntary liquidations. It seems undesirable that radically different systems should be applied in different parts of the United Kingdom.

LEGAL NEWS.

OBITUARY.

Mr. Charles Crompton, Q.C., died at his residence, 13, Cromwell-place, on the 25th inst., after a long illness. Mr. Crompton was the eldest son of the late Mr. Justice Crompton. He was successively scholar and fellow of Trinity College, Cambridge, where he graduated as fourth wrangler in 1855. He practised for a short time as a special pleader below the bar, and he was called to the bar at the Inner Temple in Trinity Term, 1864, when he joined the Northern Circuit. He had for many years an extensive junior practice both in London and on circuit. In 1880 he acted as a commissioner to inquire into corrupt practices in the borough of Knaresborough, and in 1882 he received a silk gown from Lord Selborne. At the general election of 1880 he unsuccessfully contested West Cheshire in the Liberal interest, but at the general election of 1885 he was returned for the Leek Division of Staffordshire. He supported Mr. Gladstone's Home Rule Bill, and he lost his seat at the general election of 1886. Mr. Crompton was a bencher of the Inner Temple. He was married in 1863 to the daughter of the Rev. William Gaskell. He became a widower in 1881.

Mr. William Joseph Foster, solicitor, of 21, Birchin-lane, died at his residence, 42, Hogarth-road, South Kensington, on the 19th inst. Mr. Foster was admitted a solicitor in 1869, having served his articles with Mr. William Fisher, with whom he was for many years in partnership. He had a good private practice. He was a commissioner for oaths, a commissioner for taking affidavits in the Stannaries Court, and a commissioner for taking affidavits in the Supreme Court of the Province of Quebec and in the Courts of the State of Pennsylvania. Since 1886 Mr. Foster had represented the Ward of Cornhill in the Common Council, and he was also a member of the City Commission of Sewers. He was a very active member of the Corporation, and he was chairman of the City Courts Committee for the current year. Mr. Foster was a member of the Court of the Pattenmakers' Company.

Mr. Thomas Belk, solicitor and notary, of Hartlepool, died on the 24th inst., at the age of 83. Mr. Belk was admitted a solicitor in 1832, and he had since carried on a very large and important business at Hartlepool. He was a notary public, and a perpetual commissioner for the county of Durham. He held for many years the offices of clerk to the magistrates for the borough of Hartlepool, and law clerk to the Hartlepool Harbour Commissioners. Mr. Belk also held the honorary post of Recorder of Hartlepool.

APPOINTMENTS.

Mr. William Housman Higgin, Q.C., has been appointed Recorder of the borough of Preston, on the resignation of Mr. John Edmund Wentworth Addison, Q.C., M.P. Mr. Higgin is the only son of Mr. John Higgin, of Lancaster. He was called to the bar at the Middle Temple in Michaelmas Term, 1842, and he is a member of the Northern Circuit. He became a Queen's Counsel in 1868. Mr. Higgin is a bencher of the Middle Temple, of which society he was treasurer in 1885, and a magistrate for Lancashire and Cheshire.

Mr. Herbert William Gibson, solicitor, of Ongar, has been appointed Clerk to the Kent and Essex Sea Fisheries Regulation Committee. Mr. Gibson was admitted a solicitor in 1884. He is in partnership with his father, Mr. Henry Gibson, who is clerk of the peace for Essex, and clerk to the Essex County Council.

The Right Hon. Sir John Eldon Gorst, Q.C., M.P., has been elected an Honorary Fellow of St. John's College, Cambridge.

Mr. Francis Henry Jeune, Q.C., has received the honorary degree of D.C.L. from the University of Durham.

Mr. Romesh Chunder Mitter, late judge of the High Court at Calcutta, has received the honour of Knighthood.

Mr. Eugene Judon, solicitor (of the firm of Judge & Priestley), of 4, Broad-street-buildings, Liverpool-street, London, E.C., has been appointed a Commissioner for Oaths.

Mr. Thomas Blair, solicitor (of the firm of Blair & W. B. Girling), of 1, Wool-exchange, Basinghall-street, E.C., has been appointed a Commissioner for Oaths.

Mr. Henry Marshall, solicitor, of 31, Threadneedle-street, E.C., has been appointed a Commissioner for Oaths.

Mr. William Henry Knowles, solicitor, of 49, King-street, Manchester, has been appointed a Commissioner for Oaths. Mr. Knowles was admitted a solicitor in 1883.

Mr. Roger D. Yelverton, barrister, who has been appointed Chief Justice of the Bahamas, was called to the bar in 1869, and has for many years practised in London and on the South-Eastern Circuit. He is of legal ancestry, being descended from Sir Cristopher Yelverton and Sir Thomas Powys, both distinguished judges.

CHANGES IN PARTNERSHIP.

Dissolutions.

John Cufaude and Alfred William Cowdell, solicitors (Cufaude & Cowdell), Pontypridd and Mountain Ash. June 16. The business will in future be carried on by the said John Cufaude.

Joseph Langton and Joseph David Langton, solicitors, 37, Queen Victoria-street, London. June 16.

William George Carter Mitchell and Frederick William Webb, solicitors (Mitchell & Webb), Bedford. June 4. [*Gazette*, June 20.

GENERAL.

The *Albany Law Journal* notes that Mr. David Dudley Field, at the age of eighty-four, has set out once more for Europe.

William A. Beach, says the *Albany Law Journal*, used to sow his MSS. thick with capital letters. An amusing example is found in his brief in *Van Schoonhoven* v. *Curley* (86 N.Y. 187), where he wrote of a note transferred after maturity:—"They take subject to all defences of the Maker against it." He religiously wrote whisky with a capital W in the same brief.

Bar dinners, says the *World*, are rarely either as amusing or important as that given at the Criterion in honour of Mr. Justice Vaughan Williams by the members of the South-Eastern or old Home Circuit. Lord Bramwell, the octogenarian father of the circuit, as well as seven other Home Circuit judges, attended, and at least a hundred "silks" and "juniors" supported their conscript fathers.

In a case of *Bell* v. *Labouchere* this week counsel said that this was a motion to commit Mr. Arthur Labouchere, of Hooton Levett-hall, near Maltby, Yorkshire, for contempt of court in setting a pack of hounds on a bailiff who was attempting to serve a writ on him. He (counsel) had been allowed to see the affidavits on the other side and they stated that the defendant was feeding his hounds when the writ was attempted to be served on him, and the hounds mistook the writ for something to eat.

Mr. Baron Pollock, who was taken ill during the spring assizes, and had to be relieved from his duties, on Thursday morning resumed his seat on the bench in Court No. 2 of the Queen's Bench Division. Sir Charles Russell, as the senior member of the Bar present, expressed the gratification of himself and his brother counsel at seeing the judge restored to health. His lordship, in reply, said that one thing that had greatly cheered him in the course of his illness and had encouraged him to return to work were the kind messages sent to him from time to time by the members of the profession.

The *Times*, discussing the registration of title proposed under the Land Transfer Bill, says: "There, however, stands the fact that the process, even if cheap, is not popular, or ever likely to be so, and this is not to be explained by the theory that solicitors have 'boycotted' the Act. They opposed, it is true, Lord Halsbury's Bill of last year; and their resistance had much to do with its ultimate withdrawal. But to those who charge them with interested obstruction they reply, with truth, that, at all events for a generation, they would reap a rich harvest from the adoption of a general system of registration. Mr. Challis, in a pungent article on the

Land Registry in the current number of the *Law Quarterly*, denounces it as 'a costly nuisance.' We prefer to speak of it as selling something which few people want. The fact is, that the system offers no sufficient attractions to counterbalance its novelty, that owners are alarmed at the cost inseparable from the task of satisfying a responsible official before he will give an absolute title, and that there is rarely a wish to communicate to the world the fact that a title is only 'qualified' or 'possessory.'"

In the House of Lords on the 23rd inst. Earl Stanhope asked the Lord Chancellor whether any scheme could be recommended to Parliament by which the consolidation of statutes could be more easily effected, either by the Statute Law Committee or by some other body. His object in asking this question was to obtain some weighty opinion whether it was possible or not to have somebody to consolidate the laws. The Lord Chancellor said: I am unable to suggest any improvement of the existing system under which the consolidation and revision of the statute law proceeds, except to recommend Parliament (in another place) to allow the Bill presented for that purpose to pass as rapidly as possible. It is not necessary for me to repeat, what I have frequently asserted, my acknowledgment of the accuracy combined with speed which has characterized the work of the Statute Law Committee since I have had occasion to deal with it. I have been glad to learn that the Select Committee of the House of Commons which has recently examined the Statute Law Revision Bill confirms my opinion. But I am sorry to say a very serious check has for the present apparently paralyzed the work, just when it was making most satisfactory progress. The Statute Law Bill was blocked at the end of last session; and, notwithstanding every effort which has been made, the prospect of completing the new cheap edition of the revised statutes on which we are engaged seems further from realization than it was twelve months ago. I trust, however, that this unfortunate delay is only a temporary obstacle to a most useful work.

A writer in the *World* says that "Her Majesty's judges are turning out jokes in such alarming quantities that the pressure is beginning to tell sadly on the quality of the article produced. Legal wit enjoys a very creditable reputation, but it will soon be frittered away if the Pierian fount of judicial jokery continues to be tapped in the present reckless fashion. It is hard to resist an uncomfortable suspicion that the lawyers of past generations, who built up this reputation for their profession, must have been better men at quip, crank, and oddity than their successors of to-day. How they came by this superiority is another question, and one which is not particularly easy to answer. They can hardly have enjoyed better opportunities for the display of this talent than modern litigation affords, and they certainly had not the stimulus supplied by modern publicity. Perhaps, after all, they had less business, and consequently more time to elaborate their impromptus. This may be rather a cheap form of comfort, but we may as well cling to it in default of any better. The story told of some old Chief Justice—we forget at the moment which—will serve to point the contrast between the past and the present. In the course of a criminal case which he was trying, a man burst into court, declaring that he had received a Divine mandate to order the proceedings to be stopped. Upon which the judge observed, "If the Lord had sent thee, it would have been to the Attorney-General, for he knoweth that a *nolle prosequi* belongeth not to the Chief Justice.' It would be hopeless, we fear, to look for a rejoinder like this from any living judge. It is more than probable, indeed, that his lordship would have recourse to the vulgar expedient of coercion, and the intruder would simply be removed by the court officials, to the extinction of any humorous possibilities of the situation. Perhaps the nearest approach in modern times to the old subtlety of humour is the remark attributed to Lord Justice Bowen, that truth will always leak out, sometimes even into an affidavit. But, as a rule, the modern judge rarely rises above the level of a bad pun, and it is not too often that he scales that dizzy intellectual height."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, June	30	Mr. Leach	Mr. Ward	Mr. Rolt
Tuesday, July	1	Godfrey	Pemberton	Farmer
Wednesday	2	Leach	Ward	Rolt
Thursday	3	Godfrey	Pemberton	Farmer
Friday	4	Leach	Ward	Rolt
Saturday	5	Godfrey	Pemberton	Farmer
		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, June	30	Mr. Carrington	Mr. Beal	Mr. Jackson
Tuesday, July	1	Lavie	Pugh	Clowes
Wednesday	2	Carrington	Beal	Jackson
Thursday	3	Lavie	Pugh	Clowes
Friday	4	Carrington	Beal	Jackson
Saturday	5	Lavie	Pugh	Clowes

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONDAL WATER CO, LIMITED—Petn for winding up, presented June 17, directed to be heard before Stirling, J, on Saturday, June 28 Ward & Co, Nicholas lane, solors for petners

FRASER, GRANT, & CO, LIMITED—Petn for winding up, presented June 20, directed to be heard before North, J, on June 28 Myatt, Abchurch lane, solor for petner

GUARDIAN HORSE, VEHICLE, AND GENERAL INSURANCE CO. LIMITED—Stirling, J, has, by an order dated May 20, appointed Charles Kean Vokins, 85, Gresham st, official liquidator

NETHERSEAL COLLIERY CO, LIMITED—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to Henry Seymour Hinckes, Netherseal Colliery, near Burton on Trent Tuesday, July 29, at 1, is appointed for hearing and adjudicating upon the debts and claims

ORMEROD, GRIERSON, & CO, LIMITED—Stirling, J, has, by an order dated June 10, appointed William Charles Jackson, 18, King st, Cheapside, to be official liquidator

UNLIMITED IN CHANCERY.

WEST RIDING COMMERCIAL AND BUILDING CO—Stirling, J, has, by an order dated June 3, appointed William Henry Armitage, Huddersfield, to be official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FAST COLOUR CO, LIMITED—By an order made by Bristowe, VC, dated June 3, it was ordered that the company be wound up Leigh, Manchester, solor for petner

NEW BROADFIELD SPINNING AND MANUFACTURING CO, LIMITED—Petn for winding up, presented June 18, directed to be heard at the Assize Courts, Manchester, on Monday, June 30 Miller & Co, Liverpool, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

DOVE SICK AND BURIAL SOCIETY, St James' Tavern, St James' st, Leeds June 16

GOOD INTENT LODGE FRIENDLY SOCIETY, Bricklayers' Arms Inn, Ruddington, Nottingham June 16

UPTON SNODSBURY FRIENDLY SOCIETY, Red Lion Inn, Upton Snodsbury, Worcester June 16

SUSPENDED FOR THREE MONTHS.

INDEPENDENT SICK AND BURIAL SOCIETY, House and Mill Company, 137, Union st Oldham, Lancaster June 17

London Gazette.—TUESDAY, June 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASTROP PATENT CO, LIMITED—By an order made by Stirling, J, dated June 14, it was ordered that the company be wound up Powell & Burt, St Swithin's lane, solors for petners

COLONIAL AND FOREIGN MINING SYNDICATE, LIMITED—Chitty, J, has fixed Thursday, July 3, at 11, at his chambers, for the appointment of an official liquidator

FARTHING LETTER CARD CO, LIMITED—Chitty, J, has fixed July 3, at 11, at his chambers, for the appointment of an official liquidator

INMAN & CO, LIMITED—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts and claims, to Mr. Henry Lindley Pilley, 19, Billiter st

PROGRESS SYNDICATE, LIMITED—Petn for winding up, presented June 20, directed to be heard before Stirling, J, on July 5 Fisher & Co, Watling st, solors for petnrs

SHERMAN IRON AND STEEL TREATING CO (FOREIGN PATENTS), LIMITED—Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts and claims, to James Lakeman, 31, St Swithin's lane Wednesday, July 23, at 12, is appointed for hearing and adjudicating upon the debts and claims

THE INSOLVENT ESTATES PURCHASE CO, LIMITED—Creditors are required, on or before July 26, to send their names and addresses, and the particulars of their debts or claims, to John Lord, 3, Bucklersbury

THE KILBOURN REFRIGERATING MACHINE CO, LIMITED—Creditors are required, on or before Aug 5, to send their names and addresses, and the particulars of their debts or claims, to Henry Douglas Eshelby, 24, North John st, Liverpool Bateson & Co, Liverpool, solors for liquidator

THE LANCASHIRE ALKALI AND SULPHUR CO, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts and claims, to John William Davidson, 42, Castle st, Liverpool

TRAFALGAR CLUB, LIMITED—Petn for winding up, presented June 21, directed to be heard before Chitty, J, on Saturday, July 5 Dixon & Co, Bedford row, solors for petnrs

WILLIAM HESELTINE & SON, LIMITED—Petn for winding up, presented June 24, directed to be heard before Stirling, J, on Saturday, July 5 Reynolds, Smithfield chmbrs, solors for petnrs

FRIENDLY SOCIETY DISSOLVED.

GREAT WOOLASTON FRIENDLY SOCIETY, Halfway House between Shrewsbury and Welsh Pool, Woolaston, Salop June 19

LOYAL WELCOME FRIEND LODGE, ODD FELLOWS FRIENDLY SOCIETY, George Inn, Yorkshire st, Oldham, Lancaster June 19

RAVENSCROFT SICK AND BURIAL SOCIETY, Robin Hood Inn, Thatto Heath, St Helens, Lancaster June 19

ROSSENDALE FOREST LODGE, BRANCH OF THE HASLINGDEN DISTRICT OF THE INDEPENDENT ORDER OF ODD FELLOWS, MANCHESTER UNITY, Clough Fold, Lancaster June 18

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

London Gazette.—FRIDAY, June 20.

PATON, JAMES GREEN, Manchester, Mineral Water Manufacturer, July 4 Paton v Paton, Registrar, Manchester District. Nadin, Manchester

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, June 20.

RECEIVING ORDERS.

ASHTON, WILLIAM MILLS, Blackley, nr Manchester, Assurance Agent Manchester Pet May 19 Ord June 18

ASHWORTH, MARY JANE, Leeds, Confectioner Leeds Pet June 17 Ord June 17

BATES, ALFRED JOHN PALMER, Cricklewood, Kilburn, Miller High Court Pet May 20 Ord June 17

BRADLEY, ABRAHAM, Stone, nr Dartford, Journeyman Blacksmith Rochester Pet June 16 Ord June 16

BUHRING, FRANK, Holloway rd, Islington, Glass Merchant High Court Pet June 3 Ord June 16

CHALCRAFT, FREDERICK, Steyning, Sussex, Joiner Brighton Pet June 16 Ord June 16

CLARKE, GEORGE, Doncaster, Bootmaker Sheffield Pet June 17 Ord June 17

COWEN, SAMUEL, Fitzroy st, Marylebone, Tailor High Court Pet June 16 Ord June 16

CURTIS, SAMUEL BURRIDGE, Purvis rd, Kensal Green, Baker and Confectioner High Court Pet June 18 Ord June 18

GARCIA, EDWARD, Piccadilly, Manchester, Theatrical Lessee Manchester Pet June 3 Ord June 16

GREEN, THOMAS, Birchills, Walsall, Lockmaker Walsall Pet June 12 Ord June 12

HICKS, RICHARD, Carbrook, Sheffield, Grocer Sheffield Pet June 18 Ord June 18

HILL, GEORGE, Yorks, Brick Manufacturer Yorks Pet June 16 Ord June 16

INGER, ALBERT EDWARDS, Castleford, Yorks, Photographer Wakefield Pet June 16 Ord June 16

JOHNSON, LAMBERT, Bunwell, Norfolk, Wheelwright Norwich Pet June 16 Ord June 16

LACHMANN & Co, Fenchurch st, Cigar Merchants High Court Pet June 9 Ord June 18

LAWLER, WILLIAM, Southport, Cab Proprietor Liverpool Pet June 3 Ord June 16

LIVESEY, THOMAS, Blackburn, Grocer Blackburn Pet June 17 Ord June 17

LOCKWOOD, ALLEN, New Scarborough, nr Wakefield, Bootmaker Wakefield Pet June 16 Ord June 16

LOWE, THOMAS, late of Sleaford, Lincs, Farmer Boston Pet June 10 Ord June 18

MAYLES, ISRAEL, Leagrave, Luton, Beds, Corndealer Luton Pet June 18 Ord June 18

MILES, DAVID, Bexhill on Sea, Sussex, Builder Hastings Pet June 16 Ord June 16

MOWL, JAMES, Guildford, Tailor, Guildford Pet June 13 Ord June 13

MUTCH, JOHN, Lea Wharf, Blackwall, Engineer High Court Pet June 16 Ord June 16

NYE, JOSEPH HENRY, Tunbridge Wells, Bookseller Tunbridge Wells Pet June 16 Ord June 16

PEARSE, HENRY HIRAM STEERS, Fleet st, Journalist High Court Pet June 16 Ord June 16

RAGAN, GEORGE, Dewsbury, Beerhouse Keeper Dewsbury Pet June 18 Ord June 18

ROBSON, WILLIAM, Bells Close, nr Scotswood, Northumberld. Provision Dealer Newcastle on Tyne Pet June 18 Ord June 18

SALMON, JOHN, High Holborn, Furniture Dealer High Court Pet June 18 Ord June 18

SALTMARSH, GEORGE THOMAS, Essercheap, Wine Merchant High Court Pet June 16 Ord June 16

SLATER, ARTHUR, Bradford, Cigar Merchant Bradford Pet June 16 Ord June 16

SYKES JOHN, jun., Wentworth, Yorks, Painter Sheffield Pet June 16 Ord June 16

TAYLOR, JOHN, Sittingbourne, Kent, Bargebuilder Rochester Pet June 17 Ord June 17

THOMPSON, ERNEST WILLIAM, Gresham st, Bookkeeper High Court Pet June 18 Ord June 18

TRUSSELLS, WILLIAM ERNEST, Rugeley, Staffs, Coachbuilder Stafford Pet June 16 Ord June 16

WADLEY, MICHAEL, Lisdon Lawn, Charlton Kings, Horse Dealer's Agent Cheltenham Pet June 17 Ord June 17

WATKINS, WILLIAM HENRY, Bristol, General Shop Keeper Bristol Pet June 17 Ord June 17

WHITELEY, ALFRED, Bradford, Worsted Spinner Bradford Pet June 5 Ord June 16

WOLSTENHOLME, WILLIAM HENRY, Newton le Willows, Lancs Mechanic Warrington Pet June 17 Ord June 17

WOOD, ROBERT BRINDLEY, Eastbourne, Farmer High Court Pet June 16 Ord June 16

FIRST MEETINGS.

AIRD, JOHN, Liverpool, Fishdealer June 20 at 3 Off Rec, 35, Victoria st, Liverpool

BIRTWISTLE, HILTON, Padiham, Lancs, Machine Agent July 3 at 3.30 Exchange Hotel, Nicholas st, Burnley

BOOTH, JOHN, Runcorn, Farmer June 27 at 11.30 Court House, Upper Bank st, Warrington

BRADLEY, ABRAHAM, Stone, nr Dartford, Kent, Journeyman Blacksmith July 3 at 11.30 Off Rec, High st, Rochester

BRUNNY, THOMAS, High st, Hampstead, Coffee House Keeper July 1 at 11 Bankruptcy bldgs, Lincoln's inn fields

BULMER, MARY, Old Malton, Yorks, Grocer June 30 at 11.30 74, Newborough st, Scarborough

CAMPBELL, HUGH FLETCHER, Leeds, Insurance Agent July 2 at 11 Off Rec, 21, Park row, Leeds

COUSSENS, CHARLES EMELIUS, Hastings, Furniture Broker June 20 at 12 Young & Son, Bank bldgs, Hastings

COZENS, JOHN FOAT, Canterbury, Builder June 27 at 3 Off Rec, 6, Castle st, Canterbury

CUNNINGHAM, ROBERT, High rd, North Finchley, Travelling Draper June 28 at 12 95, Temple chmbrs, Temple avenue

DE MESANIS, RUDOLPH, 61 Portland st, Agent for Apparatus for Cure of Consumption July 1 at 1 33, Carey st, Lincoln's inn fields

DENNISON, JAMES, Halifax, Coachbuilder July 1 at 11 Off Rec, Halifax

DOWSETT, HERBERT, Pleshey, Essex, Farmer June 30 at 1 Shirehall, Chelmsford

ELLIS, WILLIAM THOMAS, Whitwell, Derbyshire, Farmer June 30 at 3 Off Rec, Figtree lane, Sheffield

GARCIA, EDWARD, Manchester, Theatrical Lessee June 27 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

GREEN, THOMAS, Birchills, Walsall, Lockmaker July 16 at 11.15 Off Rec, Walsall

HERMAN, LEWIS, and ISIDOR DAVIDSON, Manchester, Cap Manufacturers June 27 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

HILL GEORGE, York, Brickmaker July 2 at 12 Off Rec, York

JACOBS, EMANUEL, late Queen Victoria st July 1 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

JOHNSON, LAMBERT, Bunwell, Norfolk, Wheelwright June 23 at 12 Off Rec, 8, King st, Norwich

JONES, JOHN, Lambeth walk, Greengrocer July 1 at 2.30 33, Carey st, Lincoln's inn fields

KITCHEN, JOHN, and JOHN PICKLES, Burnley, Contractors July 3 at 2.45 Exchange Hotel, Nicholas st, Burnley

LANDON, FREDERICK, Paradise st, Lambeth walk, Cab Proprietor July 1 at 12 33, Carey st, Lincoln's inn fields

LOCKWOOD, ALLEN, New Scarborough, nr Wakefield, Bootmaker June 27 at 11 Off Rec, Bond terr, Wakefield

LOVEYS, AARON HUGHES, Gawcott, Bucks, Commercial Traveller June 28 at 12 1, St Aldate's, Oxford

LOWE, THOMAS, late of Sleaford, Lincs, Farmer June 28 at 12.30 Off Rec, 31, Silver st, Lincoln

MARRYAT, Lieut. Col. H. FITZROY, Junior Carlton Club, Pall Mall July 3 at 2.30 33, Carey st, Lincoln's inn fields

MILLER, ANN, and JAMES CROOK, Ship Tavern passg, Leadenhall Market Fish Salesmen July 1 at 2.30 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

PARSONS, CHARLES ROBERT, High st, Poplar, Baker July 1 at 11 33, Carey st, Lincoln's inn fields

PEVERELL, HENRY, South Shields, Draper July 1 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

RANDALL, RICHARD, Broadstairs, Kent, Draper June 28 at 11 Bankruptcy bldngs, Lincoln's inn fields

ROBSON, WILLIAM, Bells close nr Scotswood, Northumberland, Provision Dealer July 1 at 3 Off Rec, Pink lane, Newcastle on Tyne

SLATER, ARTHUR, Bradford, Cigar Merchant June 30 at 11 Off Rec, 31, Manor row, Bradford

TAYLOR, JOHN, Sittingbourne, Kent, Bargebuilder July 1 at 11.30 Off Rec, High st, Rochester

TRUSSELLS, WILLIAM ERNEST, Rugeley, Staffs, Coachbuilder July 1 at 11.30 Off Rec, Stafford

WALMSLEY, CHRISTOPHER, Barrow in Furness, Produce Factor July 1 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

WELLESLEY, Hon FREDERICK ARTHUR, Merton, Surrey, Club Proprietor June 30 at 11 Bankruptcy bldgs, Lincoln's inn fields

WHITE & Co, St Andrew's chmbrs, St Mary axe, Engineers July 2 at 12 33, Carey st, Lincoln's inn

WHITELEY, ALFRED, Bradford, Worsted Spinner June 30 at 12 Off Rec, 31, Manor row, Bradford

WILSON, CHARLES, Doncaster, recently Innkeeper June 30 at 11 22, Park row, Leeds

WYLDE, WILLIAM, Bedford, House Agent July 4 at 10.30 Off Rec, 1A, St Paul's sq, Bedford

ADJUDICATIONS.

ASHWORTH, MARY JANE, Leeds, Confectioner Leeds Pet June 17 Ord June 17

BEATTIE, F J, Alexandra rd, Finsbury Park, Clerk to a Stockbroker High Court Pet April 17 Ord June 17

BIRTWISTLE, HILTON, Padiham, Lancs, Machine Agent Burnley Pet June 13 Ord June 17

BRADLEY, ABRAHAM, Rose Villa, Stone, nr Dartford, Journeyman Blacksmith Rochester Pet June 16 Ord June 16

CHADWICK, W B, late Queen Victoria st, Gent High Court Pet Dec 23 Ord June 16

CHALCRAFT, FREDERICK, Steyning, Sussex, Joiner Brighton Pet June 16 Ord June 16

CLARKE, GEORGE, Doncaster, Bootmaker Sheffield Pet June 17 Ord June 17

COTTINGHAM, HENRY, Plumpton, Sussex, Grocer Lewes and Eastbourne Pet June 12 Ord June 18

CURTIS, SAMUEL BURRIDGE, Purvis rd, Kensal Green, Baker High Court Pet June 18 Ord June 18

DALZIEL, THOMAS, Windsor, Travelling Draper Windsor Pet May 21 Ord June 16

EARL, JOHN DANIEL, St George, Bootmaker Bristol Pet June 10 Ord June 16

FARLEY, JOHN THOMAS, Truro, Cornwall, Builder Truro Pet April 26 Ord June 16

GREEN, THOMAS, Birchills, Walsall, Lockmaker Walsall Pet June 12 Ord June 13

HADLEY, HERBERT, Portway, Rowley Regis, Staffs, Haulier West Bromwich Pet June 12 Ord June 16

HICKS, RICHARD, Carbrook, Sheffield, Grocer Sheffield Pet June 18 Ord June 18

HILL, GEORGE, Brick Manufacturer York Pet June 16 Ord June 16

INGER, ALBERT EDWARDS, Castleford, Yorks, Photographer Wakefield Pet June 16 Ord June 16

JOHNSON, LAMBERT, Bunwell, Norfolk, Wheelwright Norwich Pet June 14 Ord June 16

LAKE, CHARLES, Suffolk lane, Cannon st, Printer High Court Pet May 22 Ord June 16

LATHAM, FREDERICK, Nantwich, Builder Nantwich Pet June 9 Ord June 17

LEMMENS, JOHN CHARLES, Liverpool, Dental Surgeon Liverpool Pet April 23 Ord June 17

LIVESEY, THOMAS, Blackburn, Grocer Blackburn Pet June 17 Ord June 17

LOCKWOOD, ALLEN, New Scarborough, nr Wakefield, Bootmaker Wakefield Pet June 16 Ord June 16

LOVEYS, AARON HUGHES, Gawcott, Bucks, Commercial Traveller Banbury Pet June 10 Ord June 16

LYONS, ABRAHAM, Hackney rd, Broker High Court Pet May 5 Ord June 16

MAYLES, ISRAEL, Leagrave, Luton, Beds, Corn Dealer Luton Pet June 18 Ord June 18

MILES, DAVID, Bexhill on Sea, Sussex, Builder Hastings Pet June 16 Ord June 16

MUTCH, JOHN, Lea Wharf, Blackwall, Engineer High Court Pet June 16 Ord June 16

PEARSE, HENRY HIRAM STEERS, Fleet st, Journalist High Court Pet June 16 Ord June 16

PEW, EDWARD, Nyes Wharf, Canal Bridge, Old Kent rd, Vinegar Manufacturer High Court Pet April 23 Ord June 16

PIERCE, WILLIAM EDMUND, High Wycombe, Bucks, Builder Aylesbury Pet June 13 Ord June 17

RAGAN, GEORGE, Dewsbury, Beerhouse Keeper Dewsbury Pet June 18 Ord June 18

ROBSON, WILLIAM, Belle close, Scotswood, Northumberland, Provision Dealer Newcastle on Tyne Pet June 18 Ord June 18

SCHAFER, JACOB WILLIAM HENRY, 61 Tower st High Court Pet April 18 Ord June 16

SYKES, JOHN, jun, Wentworth, Yorks, Painter Sheffield Pet June 16 Ord June 16

SLATER, ARTHUR, Bradford, Cigar Merchant Bradford Pet June 16 Ord June 16

WADLEY, MICHAEL, Lindon Lawn, Charlton Kings, Glos, Horse Dealer's Agent Cheltenham Pet June 17 Ord June 17

WATKINS, WILLIAM HENRY, Bristol, General shop Keeper Bristol Pet June 17 Ord June 17

WILLIAMS, THOMAS, and JOHN HENRY THOMAS, Chester, Chemists Chester Pet May 17 Ord June 17

WILSON, WILLIAM, Sandgate, Kent, Printer Canterbury Pet May 22 Ord June 16

WOLSTENHOLME, WILLIAM HENRY, Newton le Willows, Lancs, Mechanic Warrington Pet June 17 Ord June 17

ADJUDICATION ANNULLED.

HAYWARD, ROBERT JAMES, Sunningwell, Berkshire, Farmer Oxford Adjud Oct 31, 1888 Annul June 12

London Gazette.—TUESDAY, June 24.

RECEIVING ORDERS.

AMBLER, ABRAHAM, Bradford, Machine Wool Comber Bradford Pet June 20 Ord June 20

BATCHELOR, ALBERT, Putney, Surrey, Commercial Traveller Greenwich Pet June 14 Ord June 14

COLE, WILLIAM, New Barnet, Herts, Licensed Victualler Barnet Pet June 19 Ord June 19

COLES, ROBERT, Hereford, Carpenter Hereford Pet June 19 Ord June 19

COOPER, FRANK CHARLES, Salisbury, Hatter Salisbury Pet June 20 Ord June 20

CORRIGAN, JOHN, Manchester, Machinist Manchester Pet June 20 Ord June 20

DANIEL, WILLIAM, Birkenhead, Stationer Birkenhead Pet June 19 Ord June 19

DENNE, JOHN PIDDOCK, Tunbridge Wells, Confectioner Tunbridge Wells Pet June 18 Ord June 18

DOHERTY, OSCAR C., formerly Hill st, Knightsbridge High Court Pet June 3 Ord June 21

DOUGHTY, EDWARD, Pockthorpe, Norwich, Blacksmith Norwich Pet June 20 Ord June 20

FANCHY, JAMES THOMAS, Landport, late Relieving Officer Portsmouth Pet June 21 Ord June 21

FISHER, CHARLES, Loughborough, Leicester, Ironmonger Leicester Pet June 20 Ord June 20

FOSTER, C, Richmond, Surrey, Builder Wandsworth Pet May 19 Ord June 19

FOSTER, T J, late of Beckenham, Kent, Fishmonger High Court Pet May 24 Ord June 20

HALFORD, WILLIAM CHARLES, New Bilton, Warwickshire, Solicitor's Clerk Coventry Pet June 19 Ord June 19

HUMPHREYS, ROBERT H, Colebrooke terr, Brompton, Professional Singer High Court Pet May 20 Ord June 20

IMPERIALI, WILLIAM GIOVANNI, Edgware rd, late Jeweller's Assistant High Court Pet May 21 Ord June 20

IRELAND, HENRY, Belgrave, Leicester, Shoe Pressman Leicester Pet June 20 Ord June 20

JONES, BENJAMIN, Britonferry, Glam, Washman in Tin Works Neath Pet June 19 Ord June 19

KEW, CHARLES WILLIAM, Leeds, Boot Manufacturer Leeds Pet June 19 Ord June 19

KIRK, WILLIAM, City rd, Veterinary Surgeon High Court Pet June 21 Ord June 21

MAISEY, WILLIAM HENRY, Woodstock, Oxon, Plumber Oxford Pet June 20 Ord June 20

PHILLIPS, ALEXANDER, Leeds, Slipper Manufacturer Leeds Pet June 20 Ord June 20

POWELL, WILLIAM, Stroud, Glos, Brewer's Clerk Gloucester Pet June 21 Ord June 21

REES, WILLIAM HENRY, Swansea, late Grocer Swansea Pet June 20 Ord June 20

ROBERTSON, THOMAS, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet June 19 Ord June 19
ROGERS, GEORGE WILLIAM, Kingston upon Hull, Smackowner Kingston upon Hull Pet June 21 Ord June 21
ROWLAND, BENJAMIN, Wolverhampton, Stationer Wolverhampton Pet June 20 Ord June 20
SERLE, FREDERICK, Ferndale rd, Leytonstone, Builder High Court Pet June 4 Ord June 19
STEER, SAMUEL, Aldrington, Sussex, Baker Brighton Pet June 20 Ord June 20
STRAFFORD, GEORGE HENRY, West Hartlepool, Printer Sunderland Pet June 9 Ord June 19
STUBBS, JAMES, Wickham, Hants, Wheelwright Portsmouth Pet June 19 Ord June 19
TOVEY, BENJAMIN, Midsomer Norton, Somerset, Painter Wells Pet June 20 Ord June 20
TYRER, JOHN, Skelmersdale, nr Ormskirk, Draper Liverpool Pet June 21 Ord June 21
VOWLES, ARTHUR, Marston Magna, Somerset, Labourer Yeovil Pet June 20 Ord June 20
WALLIS, WILLIAM RICHARD, and EDWARD JAMES WALLIS, Gravesend, Builders Rochester Pet June 20 Ord June 20
WELLS, FRANK, East Retford, Notts, Plumber Lincoln Pet June 21 Ord June 21
WHITE, JOHN, Kingston upon Hull, Draper Kingston upon Hull Pet June 19 Ord June 19
WHITTAKER, JAMES, Burnley, Blacksmith's Striker Burnley Pet June 21 Ord June 21

FIRST MEETINGS.

AMBLER, ABRAHAM, Bradford, Machine Wool Comber July 7 at 3 Off Rec, 31, Manor row, Bradford
ASHTON, WILLIAM MILLS, Blackley, nr Manchester, Assurance Agent July 1 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
BALLARD, JAMES JULIAN, Liverpool, Draper July 4 at 3 Off Rec, 35, Victoria st, Liverpool
BATES, ALFRED JOHN PALMER, Oakland's ter, Cricklewood, Kilburn, Miller July 4 at 1 33, Carey st, Lincoln's inn
BENNETT, THOMAS WILLIAM, Kennington pk rd, Furniture Dealer July 4 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
CALCUTT, JOSEPH, Maidenhead, Berks, Bootmaker July 2 at 3 95, Temple chmbrs, Temple avenue
CLARKE, GEORGE, Doncaster, Bootmaker July 4 at 12.30 Guildhall, Doncaster
COOKE, WILLIAM HENRY, Wimbledon, Surrey, Riding Master July 1 at 12 24, Railway approach, London Bridge
COOPER, FRANK CHARLES, Salisbury, Hatter July 4 at 3 Off Rec Salisbury
COTTINGHAM, HENRY, Plumpton, Sussex, Grocer July 2 at 12 17, High st, Lewes
COWEN, SAMUEL, Fitzroy st, Marylebone, Tailor July 4 at 12 33, Carey st, Lincoln's inn fields
DANIEL, WILLIAM, Birkenhead, Stationer July 2 at 3 Off Rec, 35, Victoria st, Liverpool
DALZIEL, THOMAS, Windsor, Travelling Draper July 1 at 12 95, Temple chmbrs, Temple avenue
HALFORD, WILLIAM CHARLES, New Bilton, Warwickshire, Solicitor's Clerk July 1 at 10.30 Off Rec, 17, Hertford st, Coventry
HILL, HENRY, Buxhall, Suffolk, Clerk in Holy Orders July 1 at 12.15 Off Rec, 36, Princes st, Ipswich
HINTON, JOHN, Woodham Ferris, Essex, Baker July 2 at 11 Shirehall, Chelmsford
INGHE, ALBERT EDWARDS, Castleford, Yorks, Photographer July 1 at 11 Off Rec, Bond terrace, Wakefield
JONES, JOHN E, Llandyssul, Cardiganshire, Timber Merchant July 10 at 2.30 Off Rec, 11, Quay st, Carmarthen
JONES, WILLIAM, Northcote rd, Battersea Rise, Fruiterer July 4 at 11 24, Railway approach, London Bridge
KIBBEY, H E, Cheapside, Solicitor July 3 at 11 33, Carey st, Lincoln's inn fields
LAMB, WILLIAM, Brighton, Indiarubber Dealer July 1 at 1 Senior Off Rec, 24, Railway Approach, London Bridge
LIVESEY, THOMAS, Blackburn, Grocer July 21 at 1.30 County Court House, Blackburn
LYONS, ABRAHAM, Hackney rd, Broker July 1 at 1 Bankruptcy bldgs, Lincoln's inn fields
MACFEE, ROBERT FALCONER, Liverpool, Incorporated Accountant July 4 at 2 Off Rec, 35, Victoria st, Liverpool
MACILQUHAM, JAMES, Falcon rd, Battersea, Dyer July 2 at 11 24, Railway approach, London bridge
MAYHEW, HENRY, Ware, Herts, Grocer July 1 at 3 95, Temple chbrs, Temple avenue
NEIL, PHILIP, Jermyn st, St James's, Gent July 3 at 2.30 33, Carey st, Lincoln's inn
NORRIS, MICHAEL MURRAY, Woolwich, Cutler July 1 at 11 24, Railway approach, London bridge
OWEN, JOHN, Burton on Trent, Builder July 2 at 2.30 Midland Hotel, Station st, Burton on Trent
PIERCE, WILLIAM EDMUND, High Wycombe, Bucks, Builder July 2 at 11.30 1, St Aldate's, Oxford
RAGAN, GEORGE, Dewsbury, Beerhouse Keeper July 1 at 3 Off Rec, Bank chbrs, Batley
REIND, JOHN, late The Crescent, Minories, Provision Merchant July 2 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
ROBERTSON, THOMAS, Newcastle on Tyne, Commission Agent July 3 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
SIMPSON, FREDERICK CHARLES, Leeds, Clothing Manufacturer July 3 at 11 Off Rec, 22, Park row, Leeds
SPRAGGE, SARAH JANE, Battle, Sussex, Coal Merchant July 1 at 2.30 Off Rec, 24, Railway approach, London Bridge
STUBBS, JAMES, Shedfield, nr Wickham, Hants, Wheelwright July 7 at 3.30 106, Queen st, Portsea
SYKES, JOHN, the younger, Wentworth, Yorks, Painter July 3 at 3 Off Rec, Figtree lane, Sheffield
SYMMS, HENRY, Liverpool, Furniture Dealer July 3 at 3 Off Rec, 35, Victoria st, Liverpool
TABOR, JOHN FREDERICK, Love lane, Billingsgate, Fish Merchant July 3 at 12 31, Carey st, Lincoln's inn fields
THOMAS, THOMAS, Heath st, Hampstead, Draper July 2 at 1 33, Carey st, Lincoln's inn fields
THORNDICK, JOHN HORACE, Chelmsford, Pork Butcher July 2 at 11.30 Shirehall, Chelmsford
VOWLES, ARTHUR, Marston Magna, Somerset, Labourer July 4 at 11 Off Rec, Salisbury
WADLEY, MICHAEL, Charlton Kings, Horse Dealer's Agent July 1 at 3 Off Rec, 15, King st, Gloucester
WALLIS, WILLIAM RICHARD, and EDWARD JAMES WALLIS, Gravesend, Builders July 2 at 11.30 51, Chancery lane
WATKINS, WILLIAM HENRY, Bristol, General Shopkeeper July 2 at 3 Off Rec, Bank chambrs, Bristol
WOLSTENHOLME, WILLIAM HENRY, Newton le Willows, Lancs, Mechanic July 4 at 11.30 Court house, Upper Bank st, Warrington
WOOD, CHARLES, Weston super Mare, Baker July 2 at 11.15 Railway Hotel, Weston super Mare

ADJUDICATIONS.

ABBOTT, GEORGE, Little Bealings, Suffolk, Farmer Ipswich Pet May 14 Ord June 17
AMBLER, ABRAHAM, Bradford, Machine Wool Comber Bradford Pet June 20 Ord June 20
ASHTON, WILLIAM MILLS, Blackley, nr Manchester, Assurance Agent Manchester Pet May 19 Ord June 20
BATCHELOR, ALBERT, Putney, Surrey, Commercial Traveller Greenwich Pet June 11 Ord June 14
BUHRING, FRANK, Holloway rd, Islington, Glass Merchant High Court Pet June 3 Ord June 20
COLES, ROBERT, Hereford, Carpenter Hereford Pet June 19 Ord June 19
COOKE, WILLIAM HENRY, Wimbledon, Surrey, Riding Master Kingston Pet June 9 Ord June 18
COUSSENS, CHARLES EMELIUS, Hastings, Furniture Broker Hastings Pet June 2 Ord June 19
COWEN, SAMUEL, Fitzroy st, Marylebone, Tailor High Court Pet June 16 Ord June 20
DOUGHTY, EDWARD, Norwich, Blacksmith Norwich Pet June 20 Ord June 20
FANCEY, JAMES THOMAS, Landport, late Relieving Officer Portsmouth Pet June 21 Ord June 21
FISHER, CHARLES, Loughborough, Leics, Ironmonger Leicester Pet June 19 Ord June 20
FREEMAN, SAMUEL SOWDEN, Bowling, Bradford Worsted Spinner Bradford Pet May 31 Ord June 19
HALFORD, WILLIAM CHARLES, New Bilton, Warwickshire Solicitor's Clerk Coventry Pet June 19 Ord June 20
HOOK, JOHN JAMES, Midsomer Norton, Somerset Watchmaker Wells Pet June 10 Ord June 20
JONES, BENJAMIN, Briton Ferry, Glam, Washman in Tin Works Neath Pet June 19 Ord June 19
JONES, JOHN E., Llandyssul, Cardiganshire, Timber Merchant Carmarthen Pet May 28 Ord June 21
KEW, CHARLES WILLIAM, Leeds, Boot Manufacturer Leeds Pet June 19 Ord June 19
LOWE, THOMAS, late of Sleaford, Lincs, Farmer Boston Pet June 9 Ord June 21
MARSHALL, ALFRED WILLIAM, Croydon, Surrey, Tailor Croydon Pet May 13 Ord June 18
PHILLIPS, ALEXANDER, Leeds, Slipper Manufacturer Leeds Pet June 20 Ord June 20
POWELL, WILLIAM, Stroud, Glos, Brewer's Clerk Gloucester Pet June 21 Ord June 21
REES, WILLIAM HENRY, Swansea, late Grocer Swansea Pet June 20 Ord June 20
REEVES, HIDLEBRAND ATTWOOD WOOSTER, East Grinstead, Sussex, Architect Tunbridge Wells Pet May 24 Ord June 19
REIND, JOHN, late the Crescent, Minories, Provision Merchant High Court Pet May 20 Ord June 18
ROCH, ALFRED GEORGE, Pembroke Dock, Grocer Pembroke Dock Pet May 27 Ord June 19
ROGERS, GEORGE WILLIAM, Kingston upon Hull, Smackowner Kingston upon Hull Pet June 21 Ord June 21
SALMON, JOHN, High Holborn, Furniture Dealer High Court Pet June 18 Ord June 20
SALTMARSH, GEORGE THOMAS, Eastcheap, Wine Merchant High Court Pet June 16 Ord June 20
SMITH-TREVOR, CHARLES MORDEN, Elm Park grdns, Fulham rd, Gent High Court Pet June 10 Ord June 21
SNELL, CHARLES E, Warwick rd, Kensington, Coal Merchant High Court Pet May 7 Ord June 20
SQUIRE, JOSEPH, Westow hill, Upper Norwood, Wine Dealer High Court Pet June 4 Ord June 19
STUBBS, JAMES, Shedfield, Wickham, Hants, Wheelwright Portsmouth Pet June 19 Ord June 19
TOVEY, BENJAMIN, Midsomer Norton, Somerset, Painter Wells Pet June 19 Ord June 20
TRUSSELLE, WILLIAM ERNEST, Rugeley, Staffs, Coachbuilder Stafford Pet June 16 Ord June 19
TYRER, JOHN, Skelmersdale, nr Ormskirk, Draper Liverpool Pet June 20 Ord June 21
VOWLES, ARTHUR, Marston Magna, Somerset, Labourer Yeovil Pet June 20 Ord June 20
WELLS, FRANK, East Retford, Notts, Plumber Lincoln Pet June 21 Ord June 21
WHITE, JOHN, Kingston upon Hull, Draper Kingston upon Hull Pet June 19 Ord June 19
WHITTAKER, JAMES, Burnley, Blacksmith's Striker Burnley Pet June 21 Ord June 21
WILSON, JOHN, Tanner st, Bermondsey, Shipowner High Court Pet May 21 Ord June 20
WOOD, ROBERT BRINDLEY, Eastbourne, Farmer High Court Pet June 16 Ord June 20

SALES OF ENSUING WEEK.

June 30.—Messrs. PROTHEROE & MORRIS, at the Mart, E.C., at 2 o'clock, Freehold Residences (see advertisement this week, p. 594).
July 1.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, June 7, p. 9).
July 1.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, Freehold Estate (see advertisement, June 7, p. 13).
July 1.—Messrs. FOSTER, at the Mart, E.C., at 1 o'clock, Freehold Property (see advertisement this week, p. 4).
July 1.—Messrs. P. D TUCKETT & Co. at the Mart, E.C., at 1 o'clock, Freehold Ground-Rents (see advertisement, June 21, p. 576).
July 1.—Messrs. PROTHEROE & MORRIS, on the Estate, at 2 o'clock, Freehold Building Plots (see advertisement, this week, p. 594)
July 1.—Messrs. R W. MANN & Son, at the Mart, E.C., at 2 oclock, Leasehold Investments (see advertisement, this week, p. 4).
July 2.—Messrs. BAKER & SONS, at the Greyhound Hotel, Streatham, Plots of Freehold Building Land (see advertisement, June 7, p. 14).
July 2.—Messrs DANIEL SMITH, SON, & OAKLEY, at the King's Head Hotel, Newport, Mon. Freehold and Copyhold Estate (see advertisement, June 14, p. 4).
July 2.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Building Estates (see advertisement, June 7, p. 12).
July 2.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2.30 o'clock, Shares (see advertisement, this week, p. 4).
July 3.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, June 7, pp. 9, 10).
July. 3.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., Freehold and Leasehold Investments (see advertisement, June 7, pp. 3, 4).
July 3.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Periodical Sale of Reversions, &c. (see advertisement, this week, p. 591).
July 3.—Messrs. KING & CHASEMORE, at the Mart, E.C., at 2 o'clock, Freehold Residential Estate (see advertisement, June 14, p. 4)
July 4.—Messrs. FAREBROTHER ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, June 7, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CRANFIELD.—June 19, at St. Ives Hunts, the wife of Arthur E. Cranfield, solicitor, of a son.
HOME.—June 23, at Mumbles, the wife of S. Home, registrar of the High Court of Justice and County Court at Swansea, of a daughter.
LAMB.—June 24, the wife of Thomas Lamb, of Bromley, Kent, and 22, Chancery-lane, solicitor, of a son.
MEATES.—June 24, at Wimbledon, the wife of T. A. Meates, Esq., of the Middle Temple, of a son.
RAY.—June 19, at Cricklewood-lane, the wife of Percy C. Ray, solicitor, of a daughter.
WOOD.—June 21, at Trebovir-road, Earl's-court' the wife of John Dennistoun Wood, Esq., barrister-at-law, of a daughter.

MARRIAGE.

BARKER—JONES.—June 18, at Carmarthen, Thomas William Barker, of Carmarthen, solicitor, to Eleanor Sophia Hughes, second daughter of the late Rev. Latimer Maurice Jones.

DEATHS.

BELK.—June 24, at Hartlepool, Thomas Belk, Recorder of Hartlepool, aged 51.
BRAUND.—June 19, at Plumstead, Marwood Kelly Braund, of Furnival's inn, solicitor, aged 60.
SMITH.—June 20, at Paris, Henry Smith, M.D.Lond., barrister-at-law, of Plumstead, aged 32.

CONTENTS.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED.

Labor omnibus unus—Georgicon, Lib. IV.

DIRECTORS:

ALEXANDER CROSSMAN, Esq. (Messrs. Crossman & Prichard), 16, Theobald's-road, W.C.
DOUGLAS GARTH, Esq. (Messrs. Pemberton & Garth), 5, New-court, Lincoln's-inn, W.C.
HENRY EDWARD GRIBBLE, Esq. (Messrs. Torr, Janeways, Gribble, & Oddie), 38, Bedford-row, W.C., and 19, Parliament-street, S.W.
JOHN ARTHUR ILIFFE, Esq. (Messrs. Iliffe, Henley, & Sweet), 2, Bedford-row, W.C.
GEORGE EDWARD LAKE, Esq. (Messrs. Lake, Beaumont, & Lake), 10, New-square, Lincoln's-inn, W.C.
FRANK ROWLEY PARKER, Esq. (Messrs. Sharpe, Parkers, Pritchard, & Sharpe), 12, New-court, Carey-street, W.C., and 9, Bridge-street, Westminster, S.W.
RICHARD PENNINGTON, Esq. (Messrs Cookson, Wainewright, & Pennington), 64, Lincoln's-inn-fields, W.C.

The OBJECT OF THE SOCIETY is to enable Solicitors, by co-operation among themselves, to ensure the highest efficiency in all branches of their Law Stationery work, and to share in the profits arising therefrom.

After setting aside a reserve and a 6 per cent. preferential cumulative dividend, the PROFITS are divided between (*a*) Shareholders and (*b*) Customers, being Solicitors whose accounts amount to £100 per annum (less payments), until the former have received 12 per cent. in all, after which such Customers take the whole residue.

In addition, LIBERAL DISCOUNTS are allowed, as shewn in the Price List, and the Society supplies goods on account and without requiring payments before delivery.

The Society does not give legal advice or transact any work which is required by law to be done by a duly-qualified Solicitor.

Price Lists forwarded post-free on application to any of the Society's Branches.

51 AND 52, CAREY STREET, W.C., 12, NEW COURT, CAREY STREET, W.C., 49, BEDFORD ROW, W.C., AND 27, CANNON STREET, E.C.
SECRETARIAL AND GENERAL OFFICES, 51 AND 52, CAREY STREET, W.C.

W. H. S. SHIRLEY, Secretary.

SALES BY AUCTION FOR THE YEAR 1890.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues, July 1	Tues, July 29	Tues, Oct 7
Tues, July 8	Tues, Aug 5	Tues, Oct 21
Tues, July 15	Tues, Aug 12	Tues, Nov 4
Tues, July 22	Tues, Aug 19	Tues, Nov 18
	Tues, Aug 26	Tues, Dec 9

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, Growing Crops, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Monthly Periodical Sales—Established 1843.

MESSRS. H. E. FOSTER & CRANFIELD (successors to Marsh, Milner, & Co.) conduct PERIODICAL SALES on the first Thursday in each month throughout the year, at the MART, Tokenhouse-yard, E.C., of

REVERSIONS (absolute and contingent),
Life Interests and Annuities,
Life Policies,
Shares and Debentures,
Bonds and Mortgage Debts,
Letters Patent, and
Kindred Interests.

Vendors are invited to communicate with the Auctioneers, 6, Poultry, London, E.C.

Periodical Sale No. 502, July 3rd, 1890.—Reversions, &c.

MESSRS. H. E. FOSTER & CRANFIELD (successors to Marsh, Milner, & Co.) will include in their PERIODICAL SALE, at the MART, on THURSDAY, JULY 3rd, at TWO o'clock, the following REVERSIONS, &c.:—

The valuable and Absolute Reversion, expectant on the decease of a lady aged 61, to one eleventh share of a freehold estate, situate in Browns-fields, Bermondsey, valued in 1862 at £32,200; £15,972 12s. on mortgage, and £240 Eastern Telegraph Shares, cash, &c., together with the Absolute Reversion to One Twelfth Share of a Trust Fund, amounting to £6,949 19s. 4d. receivable on the decease of the survivor of two ladies aged 75 and 73 years respectively.

The Absolute Reversion to £2,610 invested on mortgage, and £1,435 18s. cash in Bank, receivable on decease of a lady in her 64th year.

The Reversion to one Twenty-first Share of a trust fund of £9,468 5s. 4d. invested in General Reversion and Investment Company Shares, Indian, Egyptian, Spanish, Dutch, and Portuguese Stocks, expectant on decease of a gentleman aged 63, together with policy of assurance.

Particulars of the Auctioneers, 6, Poultry, E.C.

LEYTONSTONE

(near the Essex County Cricket Ground and some pretty portions of Epping Forest).—By order of the Mortgagees. A compact block of exceptionally well-built Freehold Residences, all let (with one exception), and producing, at moderate rentals, £575 per annum.

MESSRS. PROTHEROE & MORRIS are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on MONDAY, JUNE 30, at TWO, first in One Lot, and if not thus sold then in Separate Lots, 13 unusually well-built FREEHOLD RESIDENCES, known as Highfields, Holly Lodge, St. Ronans, Clarendon-villa, and Howard-villa, Hainault-road, and Nos. 1 to 7, Arlington-villas, Fairlop-road, the whole (with one exception) being let to excellent tenants at moderate rentals, amounting to £575 per annum; also four Leasehold Residences, Nos. 3, 5, 6, and 7, Drayton-terrace, Drayton-road, three being let and one in hand, the whole of the yearly value of £130 per annum; together with three blocks of Freehold Building Land in Hainault and Drayton-roads.

Particulars may be had at the Mart; of Messrs. Dixon, Watts, & Elkin, Solicitors, Savoy-mansions, The Savoy, W.C.; and of the Auctioneers and Estate Agents, 67 and 68, Cheapside, E.C., and Leytonstone.

SOUTHEND-ON-SEA.

Absolute Sale.—Picturesque Building Sites on the main road from Southend to Rayleigh, and within easy reach of six railway stations.—A special fast train will leave Liverpool-street for Southend on the morning of sale, and luncheon will be provided.

MESSRS. PROTHEROE & MORRIS will SELL by AUCTION, on the ESTATE, on TUESDAY, JULY 1, at TWO o'clock precisely, 96 capital FREEHOLD BUILDING PLOTS, forming the seventh portion of the Southborne-grove Estate, admirably situate on the main road from Southend to Rayleigh and London, and three new roads, which are planted with stout young limes. 10 per cent. deposit and balance by 16 instalments. Free conveyances granted.

Particulars and conditions may be had of the Land Company, 92, London-wall; of W. H. Punnett, Esq., Surveyor, 65, Moorgate-street, E.C.; of Messrs. Leach & Deedes, Solicitors, 10, Lancaster-place, Strand, W.C.; and of the Auctioneers, 67 and 68, Cheapside, London, E.C.

OXTED, SURREY.

Charming Freehold Sites for Country Residences in this favourite and notoriously healthy district near Oxted Station, whence the City and Victoria may be reached in about 40 minutes.

ROBT. W. FULLER, MOON, & FULLER, will SELL by AUCTION, on JULY 11th, at FOUR, the first portion of the Stone Hall Estate, including about 26 acres Freehold Building Land (in Lots varying from half an acre to one acre), forming most choice sites for Country Residences. The subsoil is mainly sandstone, the situation high (about 400 ft. above sea level), thus commanding extensive views over the surrounding beautifully undulated and richly wooded country. Three packs of hounds hunt the district, and good fishing and shooting may be had in the neighbourhood. Great facilities will be given to purchasers—viz., possession on payment of 10 per cent. deposit, balance payable in 9 years by half-yearly instalments. Free conveyance may be had. Water mains will be laid in roads. The plots will be conveyed free from tithe and land tax.

Particulars of Messrs. Whittington, Son, & Barker, Solicitors, 3, Bishopsgate-street Without, E.C.; and at the Auctioneers' Offices, Croydon, Reigate, and Epsom.

STIMSON'S LIST of PROPERTIES for SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognised medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 3, New Kent-road, S.E.

SOUTH METROPOLITAN GAS COMPANY.

£28,000 Five per Cent. Perpetual Debenture Stock, and £25,000 Ordinary C Stock of the above Company, presenting investments of the soundest description.

MESSRS. G. A. WILKINSON & SON are instructed by the Directors to SELL by AUCTION, at the MART, on MONDAY, JULY 14th, at TWO o'clock precisely, in numerous Lots, to suit large and small purchasers, £28,000 FIVE per CENT. PERPETUAL DEBENTURE STOCK, and £25,000 Ordinary C Stock in the South Metropolitan Gas Company. The districts supplied by the Company comprise nearly the whole of the south of London from Wandsworth to Plumstead Marshes, and the demand has so much increased that the supply of gas has been nearly doubled within the last ten years.

Particulars may be had of Frank Bush, Esq., Secretary to the Company, 709a, Old Kent-road; of Messrs. Johnson, Budd, & Johnson, Solicitors, 24, Austinfriars; and of Messrs. G. A. Wilkinson & Son, Surveyors and Auctioneers, 7, Poultry, City.

SURREY.—For SALE, a most desirable RESIDENTIAL and SPORTING ESTATE of about 630 acres, in a ring fence, within 30 miles of London, 2½ miles from Guildford. The modern-built mansion is in an undulating park, about the centre of the estate, and contains noble hall, four reception rooms billiard room, 17 principal bed rooms, besides servants' rooms, &c. There are extensive gardens and forcing houses, excellent stabling, coach-houses, and cottages for coachmen and gardeners. Also a superior farmhouse and most complete range of buildings for agricultural purposes, and 12 cottages for labourers. The land is all in hand, and in a high state of cultivation. Excellent shooting.

Particulars, with maps, plans, and orders to view, can be obtained of Mr. J. J. Tourle, Solicitor, 33, Theobald's-road, Bedford-row, Holborn, W.C.

MORTGAGES.—Messrs. BEAN, BURNETT, & ELDRIDGE have clients with the following sums to advance by way of Mortgage:—£3,800, at 3½ per cent.; £35,000, £23,000, £9,000, £8,600, and £5,000 at 4 per cent.; £3,000 and £1,500 at 4½ per cent.; and several sums at 5 per cent. Must be thoroughly sound properties, producing an income.—Send particulars to their offices, 14, Nicholas-lane, E.C.

MR. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on Moderate terms. The Management of Property and Collection of Rents undertaken.

FOR SALE.—Next Presentation to a most desirable Rectory; 2 hours S.W.; population 800; net income nearly £300; Rector's age over 70; interest till vacancy.—PATRON, 204, Adelaide-road, N.W.

REVERSIONS, ANNUITIES, LIFE INTERESTS, LIFE POLICIES, &c.

MESSRS. H. E. FOSTER & CRANFIELD (successors to Marsh, Milner, & Co.), Land and Reversion Valuers and Auctioneers, may be consulted upon all questions appertaining to the above Interests. Their Periodical Sales (established by the late Mr. H. E. Marsh in 1843) occur on the First Thursday in each Month throughout the year, and are the recognised medium for realising this description of property. Advances made, if required, pending completion, or permanent mortgages negotiated.—Address, 6, Poultry, London, E.C.

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